



SHINGLE SPRINGS BAND OF MIWOK INDIANS

Shingle Springs Rancheria, (Verona) Tract, California
5281 Honpie Road, Placerville CA 95667
P.O. Box 1340, Shingle Springs CA 95682
(530) 676-8010 office; (530) 676-8033 fax

RESOLUTION 2015-80

SUBJECT: APPROVAL OF AMENDMENTS TO THE SHINGLE SPRINGS TRIBAL GAMING AUTHORITY BYLAWS.

WHEREAS, the Shingle Springs Band of Miwok Indians (the “Tribe”) is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

WHEREAS, the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe; and

WHEREAS, the Tribe, as a federally recognized Indian tribe, may engage in particular types of gaming on its Rancheria under the Indian Gaming Regulatory Act (“IGRA”) as a means to promote tribal economic development and self sufficiency and to generally protect the health and welfare of its members (25 U.S.C. Section 2701 *et seq.*); and

WHEREAS, the Tribe, by adoption of “An Ordinance of the Shingle Springs Band of Miwok Indians Establishing and Governing the Shingle Springs Tribal Gaming Authority,” created the Shingle Springs Tribal Gaming Authority (“Gaming Authority”) to develop and manage the affairs of the Tribe’s Gaming Operation; and

WHEREAS, the Shingle Springs Tribal Gaming Authority Bylaws seek to set forth the standards to which the Gaming Authority will operate; and

WHEREAS, the Tribal Council now desires to amend the Tribal Gaming Authority Bylaws in order to change the number of Board Members from five (5) to seven (7), to establish five (5) year terms for all Board Members, and to require yearly background checks for all Board Members; and

WHEREAS, the Tribal Council has reviewed the attached Shingle Springs Tribal Gaming Authority Bylaws and has determined that they are consistent with the Tribe’s goals in the operation of the Gaming Authority.

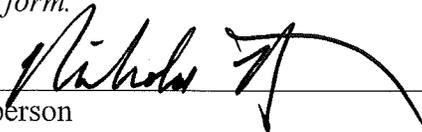
NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves the attached “Shingle Springs Tribal Gaming Authority Bylaws” as the bylaws of the Shingle Springs Tribal Gaming Authority, and delegates the Chairman the authority to execute any and

all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations thereunder.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

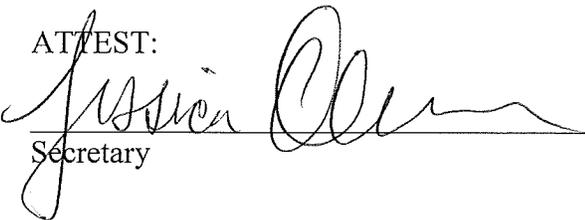
As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 17th day of December 2015 at which time a quorum of 7 was present, this resolution was duly adopted by a vote of 5 FOR, 0 AGAINST, 2 ABSTAINED, and said resolution has not been rescinded or amended in any form.



Chairperson

December 17, 2015

Date

ATTEST:


Secretary

December 17, 2015

Date



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SHINGLE SPRINGS TRIBAL GAMING AUTHORITY BYLAWS

BY ADOPTION OF RESOLUTION 2014-57, THE SHINGLE SPRINGS BAND OF MIWOK INDIANS TRIBAL COUNCIL ADOPTS THESE BYLAWS TO GOVERN THE SHINGLE SPRINGS TRIBAL GAMING AUTHORITY.

ARTICLE I. PURPOSE OF THE SHINGLE SPRINGS TRIBAL GAMING AUTHORITY.

SECTION 1. The Shingle Springs Band of Miwok Indians (“Tribe”) has established the Shingle Spring Tribal Gaming Authority (“Authority”) as an instrumentality and governmental entity of the Tribe, and to the extent so provided by Tribal Council resolution, as an authorized agency of the Tribe within the meaning set forth in Section 2.26 of the Tribal-State Compact between the Tribe and the State of California.

SECTION 2. The purposes for which the Authority is established and organized are as follows:

- (A) The purpose of the Gaming Authority is to have all of the governmental and proprietary powers and rights of the Tribe and Tribal Council over the development, construction, operation, management, promotion, and financing of the Tribe’s gaming enterprises, including Red Hawk Casino, and any related retail sales, hotel or resort amenities, entertainment facilities and commercial activities associated with the Tribe’s gaming enterprises, on the Tribe’s Indian lands (collectively the “Enterprise”), except those regulatory powers retained by the Tribal Council and Tribal Gaming Commission as set forth in the Shingle Springs Band of Miwok Indians Gaming Ordinance and any regulations promulgated thereunder; and
- (B) To further the economic prosperity of the Tribe through the Enterprise; and
- (C) To own, develop, operate, maintain, promote and construct the Enterprise on the Tribe’s Indian Lands (as defined by the Indian Gaming Regulatory Act (“IGRA”)) and to have custody of, inventory, and to hold and manage all assets of the Enterprise on behalf of the Tribe; and
- (D) To fulfill the Tribe’s obligation to comply with the IGRA and the Shingle Springs Band of Miwok Indians Gaming Ordinance as may be amended from time to time; and

- (E) To negotiate with private entities and to enter and perform contracts with them in furtherance of the development, financing, operation, maintenance, promotion, construction and regulation of the Enterprise; and
- (F) To provide a fair return to the Tribe from the Enterprise consistent with the development and operation of a legal and profitable gaming enterprise, the terms of any management or financing agreements and, where practical, with the employment of qualified members of the Tribe in the operation of the Enterprise; and
- (G) To obtain financing for the activities and purposes of the Authority set forth in Gaming Ordinance and these bylaws to ensure the Authority and the Tribe's compliance with all obligations, terms, and conditions thereof; and
- (H) To do everything necessary, proper, advisable, or convenient to accomplish the purposes for which the Authority is established pursuant to the Gaming Ordinance.

ARTICLE II. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE TRIBAL GAMING AUTHORITY.

SECTION 1. Subject to applicable Federal and Tribal laws and regulations, the Gaming Authority's duties, responsibilities and authority shall include, but are not limited to, the following:

- (A) To have all of the governmental and proprietary powers and rights of the Tribe and Tribal Council over the Enterprise, as set forth in Article I, Section 2, except those regulatory powers retained by the Tribal Council and Tribal Gaming Commission as set forth in the Shingle Springs Band of Miwok Indians Gaming Ordinance and any regulations promulgated thereunder; and
- (B) The right to use and occupy such portions of Tribal lands as may be from time to time specified by Tribal Council resolution to carry out the purposes for which the Authority is established; and
- (C) To be vested with the sovereign immunity of the Tribe as an arm of the Tribal government and subordinate entity to the Tribe's governing body; and
- (D) The power to grant a limited waiver of the Authority's sovereign immunity in writing, by formal written resolution of the Authority, and to consent to the jurisdiction of any other court or other dispute resolution forum over the Authority, but solely for the purpose of rendering judgment and levying upon any judgment, lien, or attachment upon any property of the Authority, and solely as to matters arising from the exercise by the Authority of its powers related to the Enterprise, including contracts relating to the Enterprise, the revenues of the Enterprise, the assets within the control of the Authority, and as otherwise

authorized by the Tribal Council, but shall have no such right as to any other revenues, assets or powers of the Tribe, and specifically shall have no right to waive the Authority's immunity with respect to the Tribe's share of the net gaming revenues of the Enterprise, as shall be determined by the Tribal Council from time to time; and

- (E) To enter into, make, perform and carry out or cancel and rescind any contractual relationship that purports to, or does, bind the Authority, but solely to the extent that such contracts do not exceed the scope of the Authority expressly delegated by the Tribal Council to the Authority, for any lawful purpose pertaining to its business necessary or incidental to the purposes set forth in these Bylaws and the Shingle Springs Tribal Gaming Ordinance; and
- (F) The responsibility for establishing and implementing tribal gaming, business and employment policies for the Enterprise consistent with the Shingle Springs Gaming Ordinance and other relevant enactments of the Tribal Council. Aside from the General Manager of the Enterprise who is a direct employee of the Authority and in accordance with the employment policies of the Enterprise established by it, neither the Authority nor its individual members shall directly supervise the day-to-day activities of employees of the Enterprise; and
- (G) To exercise its power in the best interests of the Tribe according to responsible business judgment; and
- (H) To record minutes and make such minutes available to the Tribal Council promptly after each meeting of the Authority, and to such other officials as may be designated by the Tribal Council to receive such records from time to time; and
- (I) To adopt such rules as the Authority may determine necessary for the orderly conduct of its business; and
- (J) To appoint officers and agents, including auditors and such professional consultants as in the opinion of the Authority may be needed from time to time and to define their duties and fix their compensation; and
- (K) To appoint officers and agents, with the purpose of said appointed representatives to act in any state, territory, district, or possession of the United States, or in an foreign country as an agent, for and on behalf of the Enterprise; and
- (L) To deal in real property, and in particular, to negotiate the acquisition of (by purchase, exchange, lease, hire or otherwise), utilize, improve, manage, operate, and to negotiate the lease, or mortgage of, either alone or in conjunction with others, real estate of every kind, character and description and any interest therein, necessary or incidental to the purposes set forth in these Bylaws in conjunction with the operation of the Enterprise; and

- (M) To deal in personal property, generally, and in particular, to acquire (by purchase, exchange, lease, hire or otherwise), hold, own, manage, operate, mortgage, pledge, hypothecate, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, and interests therein and commodities of every kind, character and description necessary or incidental to the purposes set forth in these Bylaws in conjunction with the operation of the Enterprise; and
- (N) To deal in inventions, copyrights and trademarks, and in particular, to acquire (by application, assignment, purchase, exchange, lease, hire or otherwise), hold, own, use, license, lease, and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications therefor, licenses, formulas, privileges, processes, copyrights and applications therefor, trademarks and applications therefor, and trade names in conjunction with the operation of the Enterprise; and
- (O) To designate and approve all depositories and banks used for the deposit of funds of the Enterprise; and
- (P) To approve all Enterprise budgets; and
- (Q) To at least monthly distribute the Tribe's share of the net revenues of the Enterprise; provided the Authority shall, to the extent expressly directed by the Tribal Council or required by financing, development or management agreements, retain revenues to enable the Authority to meet necessary debt service and operating requirements, or for such other *bona fide* business purposes as the Tribal Council may direct; and
- (R) To receive and, as necessary to the purpose of the Authority and/or operation of the Enterprise, expend any funds appropriated to it by the Tribal Council; and
- (S) Do all other things reasonably necessary for the proper and efficient exercise of its powers and responsibilities.

ARTICLE III. AUTHORITY, DUTIES AND RESPONSIBILITIES RESERVED TO TRIBAL COUNCIL.

SECTION 1. Notwithstanding the Tribal Council's broad general authority, the following duties and responsibilities are reserved exclusively to the Tribal Council:

- (A) Negotiation and execution of contracts with the United States, the State of California, and other governmental entities; and
- (B) Appointment, termination, and replacement of Gaming Authority Board Members; and

- (C) Nothing in these bylaws shall limit the power of the Tribal Council to waive the sovereign immunity of the Tribe as to the Enterprise or other matters, or with respect to other tribal revenues or assets; and
- (D) The Authority shall have no power to retain the Tribe's share of the net revenues of the Enterprise and shall at least monthly distribute such revenues to the Tribe; provided the Authority shall, to the extent expressly directed by the Tribal Council or required by financing, development or management agreements, retain revenues to enable the Authority to meet necessary debt service and operating requirements, or for such other bona fide business purposes as the Tribal Council may direct; and
- (E) Pursuant to the Shingle Springs Gaming Ordinance, regulatory authority, including the authority to conduct background investigations and issue and revoke licenses, shall remain solely in the Tribal Council, and to the extent the Tribal Council so provides, in the Tribal Gaming Commission.

ARTICLE IV. APPOINTMENT OF GAMING AUTHORITY BOARD MEMBERS AND TERM OF OFFICE AND TERMINATION OF EMPLOYMENT.

SECTION 1. The Gaming Authority shall be comprised of seven (7) Gaming Authority Board Members appointed by the Tribal Council to serve staggered five (5) year terms, which shall begin on the third Saturday in February. Each of the Authority Board Members, and all employees acting within the course and scope of their duties for the Tribe (including, but not limited to, the Enterprise), shall possess sovereign immunity. The Gaming Authority Board shall have one (1) Chairperson, one (1) Vice Chairperson and one (1) Treasurer.

- (A) Following approval of these Bylaws by the Tribal Council, all current Gaming Authority members' terms will be for the length of time outlined in Tribal Council Resolution 2015-85.

SECTION 2. All Board members, excluding individuals 17 years old and younger, must submit to a background test upon appointment to the Board and in January of every year and may not serve on the Board if they have been convicted of any felonies or crimes of fraud against the Tribe within the last five years.

SECTION 3. Individuals who are members of the Tribal Council, Tribal Gaming Commission, or who are part of the gaming operation staff are not eligible to be Gaming Authority Board Members of the Gaming Authority. If at any time a Gaming Authority Board Member becomes employed with the Enterprise or becomes a member of the Tribal Council or Tribal Gaming Commission, he or she will be removed honorably from the Gaming Authority.

SECTION 4. The Tribal Council shall fill any vacancies of the Gaming Authority by majority vote.

SECTION 5. The Board will elect officers yearly, including a Chairperson, Vice-Chairperson, and Treasurer. Any officer may be removed from office, by the Board at any Board meeting. Removal of an officer requires a majority vote of the Board Members. The Board may also appoint a Secretary who may be a member of the Board or staff of the Tribe or Authority (no additional compensation will be provided).

- (A) The Chairperson shall preside at all regular meetings. He or she shall carry out all of the policies, rules, regulations and orders of the Gaming Authority and such other duties as may be assigned to him or her by the Board. He or she shall make a formal report to the Tribal Council not less often than each quarter, and in each annual report, shall include a summary of the budget that the Board has approved for the coming fiscal year.
- (B) The Vice Chairperson shall assist the Chairperson when called upon, and in the absence of the Chairperson shall preside, and when presiding shall have all privileges, duties and responsibilities of the Chairperson and other duties as the Board assigns.
- (C) The Secretary shall create meeting agendas, keep minutes of each meeting, shall record all votes, and is responsible for assuring that official copies of the minutes of each meeting are submitted to the Tribal Council. He or she shall see that all notices are duly given. The Secretary shall be custodian of the seal and records, and shall perform all other duties as assigned.
- (D) The Treasurer shall be the financial officer of the Authority and shall have charge and custody of, and be responsible for, all funds of the Authority, and shall deposit such funds in banks, trust companies, or other depositories as shall have been designated by the Board. The Treasurer shall receive and give receipts for monies due and payable to the Authority from any source whatsoever, and in general, shall perform all duties incident to the office of the Treasurer and such other duties as, from time to time, may be assigned to him or her by the Board or Chairperson. The Treasurer shall render to the Chairperson and the Board, whenever the same may be required, an account of all transactions as Treasurer and of the financial condition of the Authority. The Treasurer shall, at the expense of the Authority, give a bond for the faithful performance and discharge of the Treasurer's duties in such amount, so conditioned, and with such surety or sureties as the Board may require.

ARTICLE V. MEETINGS.

SECTION 1. The Gaming Authority shall meet twice a month, but shall meet more frequently as necessary.

SECTION 2. Special meetings may be called by the Chairperson or by a majority vote of the Gaming Authority. The notice of the meeting shall include the purpose and agenda items of the meeting.

SECTION 3. Each Gaming Authority Board Member shall have one (1) vote on all matters.

SECTION 4. To constitute a quorum, the majority of all Gaming Authority Board Members, including at least the Chairperson or Vice Chairperson, shall be present. If a quorum is not present within one (1) quarter of an hour after the announced time, it shall be declared that there is no quorum and the meeting shall be cancelled and rescheduled. If a quorum is present when the meeting is called to order, but Board Members during the meeting, resulting in there remaining fewer Board Members than is required for a quorum, the remaining Board Members may nevertheless continue to conduct business, so long as any vote taken is approved by at least three Board Members.

SECTION 5. Board Members shall be reimbursed for expenses in furtherance of the Authority's purposes and objectives, and the Board may, at its discretion, propose a fee ("honoraria") to be paid to Board members, subject to approval by the Tribal Council, on a per-meeting attended or an annual basis. Honoraria fees are inclusive of expenses to attend meetings.

SECTION 6. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another, and participation by such use shall be deemed to constitute presence in person at any such meeting.

SECTION 7. The Board shall use Roberts Rules of Order as a non-binding guide to determine procedural questions.

ARTICLE VI. REMOVAL OF GAMING AUTHORITY BOARD MEMBERS, RESIGNATION, AND VACANCIES.

SECTION 1. A Gaming Authority Board Member may be removed by unanimous vote of the Tribal Council for any reason.

SECTION 2. Any Gaming Authority Board Member who wishes to resign shall give at least thirty (30) days' notice to the Tribal Council and the Gaming Authority. However, such resignation shall take effect at the time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

SECTION 3. The Tribal Council retains the power to fill all Board vacancies caused by death, removal, resignation or otherwise.

ARTICLE VII. BASIC PRINCIPALS CONDUCT, CONFLICT OF INTEREST AND PERSONAL INVOLVEMENT WITH EMPLOYEES.

SECTION 1. Gaming Authority Board Members shall, at all times, conduct themselves in an honest and upright manner, with regard for the great responsibility they bear in their respective positions. Gaming Authority Board Members shall remain objective in the performance of their duties and shall act with the best interest of the Tribe and the gaming operation in mind. Gaming

Authority Board Members shall not accept privileges or benefits, other than those granted by the Tribal Council through official action, which may affect a Gaming Authority Board Member's ability to remain objective in the performance of his or her duties.

SECTION 2. It is the Gaming Authority Board Members' obligation and duty to act for the benefit of the Tribe and for the benefit of gaming operation. When a Gaming Authority Board Member has potential or perceived personal interests which may conflict with their professional obligations they are required to remove themselves from any decision making process which may be affected by said interest. Gaming Authority Board Members shall not vote on any motion which creates a conflict of interest including, but not limited to, issues directly related to an immediate family member. Failure to voluntarily abstain or remove oneself from a decision making process which creates a conflict of interest may be cause for disciplinary action, up to and including, termination of appointment.

SECTION 3. Gaming Authority Board Members shall not become personally or romantically involved with, lend or borrow money from or excessively fraternize with Gaming Authority staff members.

ARTICLE VIII. MONETARY OR MATERIAL BENEFITS, VESTED INTERESTS, PUBLIC DISCLOSURE OF VESTED INTERESTS AND OTHER ACTIVITIES NOT ALLOWED.

SECTION 1. Gaming Authority Board Members shall not receive monetary or material benefit as a result of their position. This does not apply to those instances specifically excluded from law, such as contracts with voluntary non-profit corporations or associations.

SECTION 2. Gaming Authority Board Members shall publicly disclose any of the following interests relating to an individual or business with which they are in business, or with which they propose to do business. For the purposes of the bylaws, an interest shall be considered any of the following:

- (A) Employment with a business;
- (B) A business relationship;
- (C) An economic interest other than the holding of common stock.

SECTION 3. Public disclosure of vested interests shall be made verbally or in writing and delivered to the Gaming Authority Chairperson, unless it is the Chairperson who possesses said interest in which case such disclosure would be made to the Vice-Chairperson at a regularly scheduled Gaming Authority meeting within ten (10) days of the time the Gaming Authority Board Member is appointed or hired, or acquires or learns of an interest as defined above. This public disclosure shall include the name of the business an individual is doing business with, or proposes to do business with, and the nature of the interest.

SECTION 4. Gaming Authority Board Members shall further refrain from engaging in any of the following activities:

- (A) Making personal investments in any business that will create a conflict with their duties as Gaming Authority Board Member.
- (B) Using their position to obtain employment or business in or for the Tribal government or its businesses for themselves or members of their immediate family.
- (C) Entering into arrangements with clients for compensation in matters that are before the Authority.
- (D) Engaging in negotiations with businesses or other governments doing business with the Tribe without the knowledge and authorization of the Authority.

ARTICLE IX. ABUSE OF POWER OR POSITION FOR PERSONAL BENEFIT, ABUSE OF POWER OR POSITION BY INFLUENCE, AND ABUSE OF POWER OR POSITION BY ACCESSING INFORMATION.

SECTION 1. No Gaming Authority Board Member shall knowingly or intentionally seek, in any manner, to benefit from the profits of any contract, job, work, or service for the Tribe or Enterprise, or accept any service of any item of value, directly or indirectly, upon more favorable terms than those granted to the tribal membership generally from any person, firm, or corporation having dealings with the Tribe or Enterprise.

SECTION 2. No Gaming Authority Board Member shall knowingly or intentionally seek to use his or her influence to assist any person for a fee or other compensation other than the compensation that is provided by applicable law or policy. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office or position for private gain.

SECTION 3. No Gaming Authority Board Member shall knowingly and independently use his or her position to access confidential information, documents, or other materials which are not available to all Tribal citizens generally unless such access is necessitated by their position on the Gaming Authority.

ARTICLE X. GIFTS.

SECTION 1. No Gaming Authority Board Member shall accept a gift:

- (A) From a person seeking to obtain a contract, grant, loan, employment, or any financial relationship from or within the Tribe (which includes, but is not limited to, the Enterprise);

- (B) From a person or business having a financial relationship with the Tribe (including, but not limited to, the Enterprise);
- (C) From a person or business whose operations or activities are regulated or inspected by the Tribe (including, but not limited to, the Enterprise);
- (D) From a principal and or attorney in proceedings in which the Tribe or the Enterprise is an adverse party;
- (E) From any person or business where the performance or nonperformance of any official duty may be affected or influenced.

SECTION 2. Exceptions.

- (A) Acceptance of an award for meritorious achievement from a charitable, religious, professional, recreational, social, fraternal, public service, or civic organization;
- (B) Acceptance of a plaque or memento of nominal value offered as a token of esteem or appreciation on the occasion of a speech or public appearance;
- (C) Small tokens or favors given to everyone attending a function or celebrating an occasion;
- (D) Traditional gifts; such as feathers, pouches, necklaces, etc.

ARTICLE XI. USE OF PUBLIC PROPERTY.

SECTION 1. No Gaming Authority Board Member shall use, request, or permit the use of the Tribe's motor vehicles, equipment, materials, or property, except for in the conduct of official business.

ARTICLE XII. PENALTIES FOR ACCESSING CONFIDENTIAL INFORMATION.

SECTION 1. No Gaming Authority Board Member shall disclose confidential information which he or she has acquired by reason of their position in accordance with the Shingle Springs Band of Miwok Indians Confidentiality and Non-Use Agreement. The Tribal Council reserves the right to assess penalties as necessary.

ARTICLE XIII. ALLEGATIONS OF UNETHICAL OR IMPROPER CONDUCT, WRITTEN COMPLAINTS PERTAINING TO GAMING AUTHORITY BOARD MEMBERS AND PENALTIES AND SANCTIONS.

SECTION 1. Allegations of unethical or improper conduct against a Gaming Authority Board Member shall only be made in writing and submitted to the Gaming Authority Chairperson, provided that if an allegation is made against the Chairperson, said allegation shall be filed with

the Vice-Chairperson. Submission to the Gaming Authority Secretary shall be construed as delivery to the appropriate Gaming Authority representative.

SECTION 2. A written complaint may be submitted by any Tribal Member, Tribal Council Member, Gaming Authority Board Member or Gaming Authority Employee who believes that a Gaming Authority Board Member has engaged in unethical or improper conduct. The complaint shall specify the name of the Gaming Authority Board Member against whom a complaint is being made, and the conduct that is alleged to be unethical or improper and must be signed and dated by the individual alleging the complaint. Unsigned complaints will not be addressed. Individuals making complaints may be requested to present their evidence in front of the Gaming Authority and may be questioned during the course of a subsequent investigation. Failure of an individual to provide said statements on the record may be cause to terminate the investigation.

SECTION 3. Upon a finding that there has been a violation of any provision of this Code, the Gaming Authority, or Tribal Council when appropriate, may impose any or all of the following penalties or sanctions including, but not limited to:

- (A) Issuance of a private reprimand to such person, with or without suspension of any or all other sanctions provided herein;
- (B) Issuance of a written public reprimand, which shall be entered into such person's permanent record of office and upon the permanent record of the Tribe according to provisions of applicable Tribal Laws and Ordinances;
- (C) Accordingly, any Gaming Authority Board Member shall be subject to discipline and/or dismissal as provided by other laws, regulations and personnel policies, or procedures applicable;
- (D) Suspension from position; and/or
- (E) Removal, discharge or termination from position in accordance with applicable Tribal law and procedure.

ARTICLE XIV. INDEMNIFICATION OF OFFICERS, EMPLOYEES AND BOARD MEMBERS.

The Authority shall indemnify any officer, employee or Board Member of the Authority or former officer, employee or Board Member of the Authority, or any person who may have served at its request as an officer, employee or Board Member of the Authority, against reasonable expenses actually and necessarily incurred by that person in connection with the defense of any action, suit or proceeding in which that person is made a party by reason of being, or having been, such officer, employee or Board Member of the Authority, except in relation to matters as to which that person shall be adjudged in such action, suit or proceeding to be liable for intentional misconduct in the performance of duty, or was acting beyond the scope of his or her employment and/or duties. The Authority shall also indemnify any officer, employee or Board Member of the Authority reasonable costs of settlement of any such action, suit or

proceeding if it shall be found by a majority of a quorum comprised of disinterested members of the Board, that it is in the best interest of the Authority and the Tribe that such settlement be made and that such officer, employee or Board Member was not guilty of intentional misconduct or acting beyond the scope of his or her employment and/or duties. If it is not possible for the Board to obtain a quorum of disinterested members on the issue of indemnification, the Board Members with an interest in the outcome of the determination shall recuse themselves, and the Tribal Chairperson shall appoint to the Board solely for the purpose of this determination, a sufficient number of qualified disinterested persons to constitute a disinterested quorum. The Board, specifically constituted as set forth above, shall make the indemnification determination provided for herein. The Tribal Chairperson's appointments to the Board for this purpose shall be of no further force of effect once such determinations are made. Such rights of indemnification shall be in addition to any other rights which such officer; employee, or Board Member may be entitled to receive.

ARTICLE XV. FISCAL YEAR.

The Authority shall establish an initial accounting system in conformity with accounting principles generally accepted in the gaming industry in order to manage the Tribe's gaming assets. Financial and operating statements shall be provided to the Chairman of the Tribal Council and the Board no less often than quarterly. The accounting system shall insure the availability of information as may be necessary to comply with legal requirements. Use of automatic data processing shall be encouraged wherever possible. The fiscal year of the Authority shall be the calendar year, or as otherwise delegated by the Board.

ARTICLE XVI. RECORDS; INSPECTIONS; AUDITS.

The books, records, and property of the Authority shall be available for inspection at all reasonable times by authorized representatives of the Tribe, and upon notice to the Tribal Council, by representative of the Secretary of the Interior. The accounts and records of the Authority shall be audited at the close of each fiscal year in accordance with the provisions of IGRA and the regulations of the NIGC. Copies of such audit reports shall be furnished to the parties authorized to receive copies of the financial and operating statement and to the Tribal Council.

ARTICLE XVII. AMENDMENTS.

SECTION 1. The Gaming Authority may, by majority vote, recommend to the Tribal Council amendments to these Bylaws with the appropriate information supporting the amendment.

SECTION 2. No amendments to these Bylaws shall be effective without approval by resolution of the Tribal Council.

CERTIFICATION ON FOLLOWING PAGE

CERTIFICATION

As a duly-elected member of the Tribal Council of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 17 day of December 2015 at which time a quorum of 7 was present, this resolution was duly adopted by a vote of 5 FOR, 0 AGAINST, 2 ABSTAINED, and said resolution has not been rescinded or amended in any form.



Tribal Council Chairperson

December 17, 2015
Date

ATTEST:



Tribal Council Secretary

December 17, 2015
Date