

TRIBAL COUNCIL ACT 8.2

AN ACT RELATING TO

THE SNOQUALMIE ENTERTAINMENT AUTHORITY

BE IT ENACTED BY THE SNOQUALMIE TRIBAL COUNCIL

SECTION 1.0—TITLE AND CODIFICATION

This Chapter shall be known as the “Snoqualmie Entertainment Authority Act of 2006” and shall be codified as Title 8, Chapter 2 of the Snoqualmie Tribal Code.

SECTION 2.0—STATUTORY AUTHORIZATION

Pursuant to the Tribe’s inherent sovereign power, and as further authorized under the Indian Gaming Regulatory Act (“IGRA”) and by Compact between the Tribe and the State of Washington (“the Compact”), the Tribe is authorized to engage in Class II and Class III gaming activities, as provided under and defined in the IGRA and the Compact.

SECTION 3.0—PURPOSE; SCOPE; FINDINGS OF FACT

To enhance the economic development of the Tribe and provide for the well-being of its members, the Tribe has resolved to develop an upscale gaming and entertainment facility, with related amenities, on Indian lands of the Tribe, which project the Tribe anticipates will be funded through a bond financing. The Gaming Business (as defined below) will be located on the initial reservation of the Tribe, and operated by the Tribe pursuant to IGRA, the Compact, and a Tribal Gaming Act adopted by the Tribe and approved by the Chairman of the National Indian Gaming Commission in accordance with IGRA, as well as the Tribe’s inherent sovereign power. The ability of the Tribe to finance, develop, construct, operate, and maintain the Gaming Business will be enhanced by the creation of a Tribal governmental instrumentality that can, among other things, obtain financing, meet and consult with those providing to the Tribe contractual, leasehold, professional, and financial services, and do all other things necessary to own and operate the Gaming Business for the Tribe’s benefit.

The purposes of this Chapter are as follows:

- (a) To codify the Tribe’s existing ownership, management and supervisory authority over the Gaming Business and the Gaming Assets, which is exercised by the Tribal Council on behalf of the Tribe.
- (b) To confirm that the Tribe’s ownership, management and supervisory authority over the Gaming Business and the Gaming Assets will continue to be exercised by and through the Tribal Council on behalf of the Tribe.

- (c) To establish, as a governmental instrumentality of the Tribe, a Snoqualmie Entertainment Authority (“Authority”) which shall have all of the privileges and immunities of the Tribe, and shall be delegated the authority to exercise the Tribe’s ownership, management and supervision of the Gaming Business and the Gaming Assets.
- (d) To establish that the board of directors of the Authority shall consist of the members of the Tribal Council, which members shall manage the Gaming Business and the Gaming Assets.

SECTION 4.0—DEFINITIONS

Capitalized terms in this Act shall have the following definitions:

AUTHORITY shall mean the Snoqualmie Entertainment Authority created by this Act, which Authority is vested with the specific powers delegated hereunder by the Tribal Council.

AUTHORITY ASSETS shall mean the assets described in Section 7.0.

AUTHORITY BOARD shall mean the board of directors of the Authority which shall consist of the Tribal Council members in office from time to time.

CONSTITUTION shall mean the Constitution of the Snoqualmie Indian Tribe, as amended.

GAAP shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or Governmental Accounting Standards Board, as applicable, or in other statements by other entities that have been approved by a significant segment of the accounting profession, which are in effect from time to time, and applicable to the Authority.

GAMING ASSETS shall mean: (1) any and all real, mixed, personal, tangible or intangible property, and any interest therein, of the Authority; and (2) all real, mixed, personal, tangible or intangible property, and any interest therein of the Tribe or any affiliate of the Authority or the Tribe, that is: (a) used, consumed or produced in the Gaming Business; (b) reasonably related and beneficial to the Gaming Business; (c) reflected on the balance sheet of the Gaming Business as an instrumentality of the Tribe; or (d) required under GAAP to be reflected as an asset on any subsequent balance sheet prepared for the Gaming Business or the Authority. **GAMING ASSETS** in any event includes without limitation: (1) the Gaming Facility, (2) all gaming, entertainment, hotel, lodging, restaurant and related equipment, together with all intellectual property related thereto, associated with the Gaming Business, and (3) all books and records of the Authority or the Gaming Business.

GAMING BUSINESS shall mean, to the extent conducted, directly or indirectly, by or on behalf of the Authority or the Tribe: (1) all commercial operations carried on, at or related to the Gaming Facility, including the Gaming Operation; (2) any hotel, entertainment, transportation, recreation or other activity or business designed to promote, market, support, develop, construct or enhance

the Gaming Business; (3) any activity or business incidental, related, complementary or similar to any operation described in clause (1) or (2); and (4) any business or activity that is a reasonable extension, development or expansion thereof or ancillary to any operation described in clause (1), (2) or (3).

GAMING BUSINESS CONTRACTS shall mean all contracts or agreements entered into by the Authority or the Tribe in connection with the Gaming Business or the Gaming Assets, provided that Gaming Business Contracts shall not include the Compact.

GAMING BUSINESS LIABILITIES shall mean any obligations or responsibilities of, or liabilities incurred by, the Authority or the Tribe in connection with the Gaming Business and the Gaming Assets.

GAMING BUSINESS TRIBAL RIGHTS shall mean all rights of the Tribe to engage in gaming, as regulated by the Tribal Gaming Act and rules and regulations of the Snoqualmie Tribal gaming regulatory agency, and the unrestricted right and license to have access to use, and enjoy all real property, improvements to real property and interests in real property held by or in trust for the Tribe that constitute Gaming Assets or which are necessary or useful for the ownership and operation of the Gaming Business and the Gaming Assets.

GAMING FACILITY shall mean the Snoqualmie Casino and any other gaming facility which is now, or may hereafter be, owned, and operated by the Authority or the Tribe, together with related facilities and amenities.

GAMING OPERATION shall mean the gaming enterprise operated by the Authority or the Tribe in accordance with IGRA and the Compact.

GENERAL COUNCIL shall mean all members of the Tribe.

OBLIGATIONS shall mean any notes, bonds, interim certificates, debentures, mortgages or other evidences of indebtedness of every nature and type issued by the Authority from time- to-time.

OBLIGEE shall mean any holder of an Obligation or any agent or trustee for a holder of any Obligation.

RESERVATION shall mean the Snoqualmie Indian Reservation or other land over which the Tribe may lawfully exercise tribal governmental jurisdiction.

SNOQUALMIE CASINO shall mean the tribally owned casino facility developed and constructed by the Tribe in or around 2006 and located on 55.84 acres of land held by the United States in trust for the Tribe, in King County, Washington.

TRIBAL COUNCIL shall mean the Tribal Council of the Snoqualmie Indian Tribe, consisting of officers of the Tribe who have been elected by, and are empowered with specific delegated authority pursuant to, the Tribe's Constitution.

TRIBAL GAMING ACT shall mean the Snoqualmie Tribal Gaming Act of the Tribe, STC 8.1, approved by the Chairman of the National Indian Gaming Commission and as such may be amended from time to time.

TRIBE shall mean the Snoqualmie Indian Tribe, a federally recognized Indian tribe.

SECTION 5.0—ESTABLISHMENT OF AUTHORITY

- (a) The Authority is hereby established as an unincorporated governmental component and a subordinate instrumentality and agency of the Tribal government. The Authority's principal place of business shall be at the offices of the Tribe's administration, located in King County, Washington, or at such other place as the Authority determines. The Authority and its assets and activities shall have the same privileges and immunities from federal, state, and local government regulation or taxation as the Tribe and its assets and activities. The Authority is not an entity separate from the Tribe for any federal or state regulatory or taxing purposes.
- (b) By enactment of this Act, which shall be effective on the date of enactment ("Effective Date"), all Gaming Assets, all Gaming Business Tribal Rights and all rights under Gaming Business Contracts shall be transferred to the Authority, without requirement of further act or deed by either the Tribe or the Authority, and deemed owned by the Authority.
- (c) On the Effective Date, except as the Authority Board may otherwise determine, all employees, consultants, agents and attorneys of the Tribe providing service with respect to the Authority ("Providers"), under any terms and conditions, shall become Providers of the Authority upon the same terms and conditions, without requirement of further act or deed by either the Tribe or the Authority. To the extent any of such Providers also provide services other than for the benefit of the Gaming Business, such persons shall also be deemed to such extent to be employed by the Tribe, with a fair and reasonable allocation of costs of such persons (both direct and indirect) being made as between the Authority and the Tribe.
- (d) On the Effective Date, all obligations and responsibility of the Tribe to perform under any Gaming Business Liabilities existing on the Effective Date shall be delegated to and deemed assumed by the Authority, without requirement of further act or deed by either the Tribe or the Authority, with the Authority being obligated to perform any obligations of the Tribe thereunder. On the Effective Date, all right, title and interest of the Tribe in and to any Gaming Business Contract in effect on the Effective Date, shall be transferred to the Authority and deemed owned by the Authority, without requirement of further act or deed by either the Tribe or the Authority. Subject to any contrary requirement of federal law or any state-tribal gaming compact entered into between the Tribe and the State of Washington pursuant to IGRA, all Gaming Business Contracts entered into after the Effective Date shall be entered into in the name of the Authority and not the Tribe, provided that to the extent it shall be reasonably impracticable for any Gaming Business Contract to be entered into in the name of the Authority, instead of the name of the Tribe,

then the contract may be entered into in the name of the Tribe so long as the Tribe and all other parties to the contract shall in writing acknowledge that the contract inures to the benefit of and may be enforced by and in the name of the Authority, to the same extent as though the Gaming Business Contract were entered into in the name of the Authority. Any Gaming Business Contract may be entered into by both the Tribe and the Authority.

- (e) From and after the Effective Date the Authority shall have the right to enjoy and exercise all Gaming Business Tribal Rights.
- (f) Any exercise by the Authority of any powers or authority in accordance with this Act shall constitute the exercise of a governmental function of the Tribe.
- (g) Notwithstanding any other contract, term or agreement of the Tribe or the Authority, no waiver of sovereign immunity by the Tribe with respect to any matter, dispute or claim shall ever permit or allow, or be construed or interpreted to permit or allow, any enforcement or recourse thereunder against the Authority, the Gaming Business or Gaming Assets, and no obligation, whether arising from contract, agreement, tort or otherwise, of the Tribe shall constitute an obligation of the Authority, unless in each case the Authority shall consent to the same in writing.

SECTION 6.0—AUTHORITY RIGHTS, POWERS AND IMMUNITIES

- (a) The Authority shall be entitled to all of the privileges and immunities of the Tribe, including the sovereign immunity of the Tribe, to the same extent as the Tribe itself.
- (b) It is the intent of this Act to authorize the Authority, subject to approval of the Tribal Council where applicable as set forth below, to do any and all things necessary or desirable in connection with the financing, development, construction, ownership, lease, operation, management, maintenance and promotion of the Gaming Business and the Gaming Assets so as to further the governmental interests of the Tribe.
- (c) In order to further its goals, the Authority shall have the power in its own name, with respect to the Gaming Business and Gaming Assets, subject to the approval of the Tribal Council to the extent provided below, and in accordance with the Constitution, to:
 - (1) purchase, take, receive, lease, obtain by gift or bequest, or otherwise acquire, own, hold, improve, or use real or personal property, or any interest therein, wherever situated;
 - (2) sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets, including Gaming Assets not constituting real property and, with the consent of the Tribal Council, Gaming Assets constituting real property not held in trust for the Tribe;
 - (3) purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of, and otherwise use

and deal in and with, shares or other interests in, or obligations of, corporations, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, tribe, state, territory, governmental district or municipality, or of any instrumentality thereof;

- (4) make and enter into contracts and guarantees and incur liabilities, borrow money at such rates of interest as the Authority may determine, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, revenues and income;
 - (5) employ contractors, consultants, agents, advisers and accountants, provided that the engagement of attorneys shall be subject to prior Tribal Council approval;
 - (6) lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested;
 - (7) conduct its affairs, carry on its operations, hold property, and have offices and exercise the powers granted by this Act, within or without the boundaries of the reservation;
 - (8) receive, collect and own all revenues and pay all expenses and expenditures arising from or relating to the Gaming Business;
 - (9) hire, supervise and terminate employees and agents of the Authority, and define their duties and fix their compensation, provided that all employees shall be governed by the personnel policies of the Tribe, and further provided that the hiring, termination and fixing of compensation of the General Manager for the Gaming Facility shall be subject to prior Tribal Council approval;
 - (10) make and alter by-laws, not inconsistent with this Act or with the laws, ordinances, and regulations of the Tribe and the United States, for the administration and regulation of the affairs of the Authority;
 - (11) open and maintain such deposit and securities accounts with banks, securities intermediaries and other financial institutions, whether located within or without of the State of Washington, and deposit therein any or all revenues of the Gaming Business; and
 - (12) to the extent not inconsistent with the foregoing, have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Authority is organized.
- (d) The Authority shall have exclusive rights with respect to the Gaming Business and Gaming Assets and shall have no authority to exercise any regulatory or legislative power.

SECTION 7.0—AUTHORITY ASSETS

The Authority Assets shall consist of all Gaming Assets, all Gaming Business Tribal Rights and all rights under Gaming Business Contracts, together with the earnings and proceeds of the same and whatever other assets it develops, generates or acquires by other means as provided in this Act. For purposes of clarification and the avoidance of doubt, upon transfer of funds or property from accounts of the Authority to the general funds or accounts of the Tribe in compliance with all contractual restrictions applicable to the Authority, such funds shall cease to be Authority Assets without the requirement of further act or deed by either the Authority or the Tribe.

SECTION 8.0—AUTHORITY BOARD

- (a) There is hereby established an Authority Board, the purpose of which is to carry out the duties and powers of the Authority as set forth in this Act.
- (b) The Authority Board shall consist of all of the members of the Tribal Council in office from time to time, who are empowered with specific delegated authority from the Tribal Council pursuant to this Act.
- (c) The Authority Board shall consist of the following officers: Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and a Chief Executive Officer to be known as the “CEO” of the Snoqualmie Entertainment Authority, and Treasurer, whose positions shall coincide with their positions on the Tribal Council. The Tribal Council hereby grants the Authority Board Chairperson, or such other Authority Board member, members, officer or officers as may be designated from time-to-time, the authority to sign agreements, resolutions, or other instruments, or take other Official Action (as defined below), of and on behalf of the Authority, upon majority action of the Authority Board as provided herein.
- (d) Upon the Effective Date of this Act, the then-serving members of the Tribal Council shall be deemed to constitute the Authority Board.
- (e) The terms of the Authority Board members shall coincide with their positions on the Tribal Council and shall expire coincident therewith, at which time their successors on the Tribal Council shall take their place on the Authority Board.
- (f) No member of the Authority Board or any officer of the Authority shall be liable to any creditor of the Authority by reason of his or her status as a member, or by reason of acts done in the course of his or her official duties.
- (g) A majority of the Authority Board shall constitute a quorum and may act for the Authority through resolutions adopted as provided below (“Official Action”), provided all members of the board shall have received at least three (3) hours’ prior notice (which notice may be given in person, in writing or by facsimile, telephone, electronic mail or other form of written or electronic communication) of the meeting at which any Official Action took place. Such requirement of prior notice shall not apply if any member of the

Authority Board who did not receive such notice waives such requirement in writing either before or after the meeting. A notice or waiver of notice with respect to a meeting of the Authority Board need not specify the purposes of the meeting. Resolutions passed by a majority of the members of the Authority Board present at any meeting at which there is a quorum shall be the act of the Authority Board; provided, that any action required or permitted to be taken at any meeting of the Authority Board may be taken without a meeting if all members of the Authority Board consent thereto in writing (including by electronic mail or other electronic transmission), and any such action in writing shall also constitute Official Action of the Authority Board.

- (h) Regular meetings of the Authority Board shall be held no less than once per month. Special meetings of the Authority Board may be held at the request of any member of the Authority Board. Meetings of the Authority Board may be held at any location within or outside the Reservation. Members of the Authority Board may participate in meetings by teleconference, videoconference or other communications equipment by which participants can hear each other.
- (i) The Authority Board shall keep complete and accurate records of all meetings and actions taken.

SECTION 9.0—ABILITY TO SUE AND BE SUED

- (a) By adopting this Act, the Tribal Council hereby gives its irrevocable consent to allow the Authority, through Official Action and subject to the limitations herein, to sue and to be sued in its name and to submit to arbitration or alternative dispute resolution with respect to any controversy arising under, or upon, any contract, claim or obligation to which it is a party or otherwise arising out of its activities under this Act, and hereby authorizes the Authority, through Official Action, to agree by contract to waive any of its immunity from suit or other legal process and to waive any or all rights it may have to resolve disputes in a court or other forum of the Tribe. Except to the extent of enforcement or remedies as against Authority Assets or Gaming Assets not constituting real property, the Tribe shall not be liable for the debts or obligations of the Authority, and the Authority shall have no power to pledge or encumber the assets of the Tribe, other than Authority Assets and Gaming Assets not constituting real property. This action does not constitute a delegation to the Authority of the power to make any waiver of the immunity of the Tribe, except with respect to Authority Assets and Gaming Assets not constituting real property. Notwithstanding anything herein to the contrary, the grant of power herein to the Authority to sue and to be sued shall not in and of itself constitute a waiver of immunity whatsoever. Any waiver of immunity by the Authority shall be authorized by Official Action, shall be in writing, and shall be limited in scope to the express matters to which it is given and to the remedies and other conditions set forth therein.
- (b) Consistent with the foregoing, the Authority, by Official Action, shall have the authority to consent, with respect to any suit against the Authority, (i) to the exercise of jurisdiction by the state courts of Washington or any other state, the federal courts sitting in any state, the tribal courts of the Tribe or any other Indian tribe, or the courts of any United States

territory or foreign jurisdiction, and (ii) to arbitration or alternative dispute resolution.

SECTION 10.0—OBLIGATIONS

As set forth in Section 6.0 of this Act, the Authority may obtain financing and issue Obligations from time to time in its discretion for any of its purposes and may also refinance and issue refunding obligations for the purpose of paying or retiring Obligations as it may determine, including Obligations on which the principal and interest are payable.

- (a) Any such Obligations may be secured by a pledge of any revenues of or any other property of the Authority, including Authority Assets not constituting real property.
- (b) Neither the members of the Authority Board, nor any officer of the Authority, nor any person executing the Obligations shall be liable personally on the Obligations by reason of issuance thereof.
- (c) The Obligations of the Authority shall not be a debt of the Tribe, except that the Obligations may be enforceable against Authority Assets not constituting real property.
- (d) In connection with the issuance of Obligations and to secure the payment of such Obligations, the Authority may, by way of illustration and not limitation, in accordance with the Constitution and other applicable law:
 - (1) Pledge all or any part of the gross or net fees, income, revenues or other assets of the Authority to which its rights then exist or may thereafter come into existence;
 - (2) Provide for the powers and duties of Obligees and provide the terms and conditions on which such Obligees may enforce any covenant or rights securing or relating to the Obligations;
 - (3) Covenant against pledging all or any part of the fees and revenues of the Authority or against mortgaging or encumbering any or all of the real or personal property of the Authority to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property;
 - (4) Covenant as to what other or additional debts or obligations may be incurred by it;
 - (5) Covenant as to the Obligations to be issued and as to the issuance of such Obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof;
 - (6) Provide for the replacement of lost, destroyed or mutilated Obligations;
 - (7) Covenant against extending time for the payment of its Obligations or interest thereon;

- (8) Redeem the Obligations and covenant for their redemption and provide for the terms and conditions thereof;
- (9) Covenant concerning any fees to be charged in the operation of the Gaming Authority or any Authority Assets, the amount to be raised each year or other period of time by such fees and other revenues, and as to the use and disposition to be made thereof;
- (10) Create or authorize the creation of special funds or accounts for monies held for construction, development or operating costs, debt service, reserve or other purposes, and covenant as to the use and disposition of the monies held in such funds or accounts;
- (11) Prescribe the procedure, if any, by which the terms of any contract with holders of Obligations may be amended or abrogated, the proportion of outstanding Obligations the holders of which must consent thereto, and the manner in which such consent may be given;
- (12) Covenant as to the use, maintenance and replacement of the real and personal property of the Authority, the insurance to be carried thereon and the use and disposition of insurance proceeds;
- (13) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation;
- (14) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its Obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived;
- (15) Vest in any Obligees or any proportion of them the right to enforce the payment of Obligations or any covenant securing or relating to the Obligations;
- (16) Make any financial covenants deemed by the Authority to be necessary and appropriate in connection with the issuance of its Obligations, including financial covenants that have the effect of limiting the transfer of funds or property from the accounts of the Authority to the accounts of the Tribe;
- (17) Make any covenants, arrange for any credit support, and do any acts and things necessary or convenient or desirable in order to secure its Obligations, or to make the Obligations more marketable although the covenants, acts or things are not enumerated in this section;
- (18) Pledge, mortgage or grant a security interest in all or any part of the assets of the Authority and all Authority Assets not constituting real property; and

- (19) In accordance with, and subject to the limitations of, Section 9.0, waive, conditionally or unconditionally, the sovereign immunity of the Authority, provided that the Authority shall not have any power to waive any of the privileges and immunities of the Tribe, or to grant or purport to grant any right, lien or interest in any of the assets of the Tribe, other than Authority Assets.

SECTION 11.0—REPORTS OF THE AUTHORITY

- (a) The Authority Board shall submit to the Tribal Council each month a report showing, with respect to the prior month:
 - (1) a summary of the Authority's activities;
 - (2) the financial condition of the Authority;
 - (3) any significant problems and accomplishments;
 - (4) plans for the next month; and
 - (5) such other information as the Authority Board or the Tribal Council deems pertinent.
- (b) The Authority Board shall submit to the Tribal Council, after the close of each fiscal year, an audited annual report showing, with respect to the prior year:
 - (1) a summary of the Authority's activities;
 - (2) the complete financial condition of the Authority, including a detailed report outlining the operations of the Authority;
 - (3) any significant problems and accomplishments;
 - (4) plans for the next year; and
 - (5) such other information as the Authority Board or the Tribal Council deems pertinent.

SECTION 12.0—FINANCES AND ACCOUNTING

- (a) The fiscal year of the Authority shall be a twelve-month calendar fiscal year, beginning January 1st and ending December 31st.
- (b) The Authority Board shall use an accounting system (i) in conformity with generally accepted accounting principles applicable to the Authority, (ii) consistent with any covenants related to issuance of the Obligations, and (iii) necessary and advisable, in the

reasonable discretion of the Authority Board, in order to manage the assets of the Authority. Such accounting system shall ensure the availability of information as may be necessary to comply with applicable Federal, State and Tribal regulatory requirements.

- (c) The accounts and records of the Authority shall be audited at the close of each fiscal year and as otherwise required by applicable law.
- (d) The books, records and property of the Authority shall be available for inspection at all reasonable times by authorized representatives of the Tribe.

SECTION 13.0—INDEMNIFICATION OF BOARD MEMBERS AND AUTHORITY EMPLOYEES

The Authority shall indemnify any present or past employee or member of the Authority Board 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 employee or member of the Authority Board, except in relation to matters as to which that person shall be adjudged in such action, suit or proceeding to be liable for gross negligence or intentional misconduct in the performance of duty; or except in relation to matters in which such employee was acting beyond the scope of his or her employment. The Authority shall also reimburse any employee or member of the Authority Board the reasonable costs of settlements of any such action, suit or proceeding if it shall be found by a majority of the Authority Board (other than the member(s), if any, of the Authority Board involved in the matter in controversy), that it is in the best interest of the Authority and the Tribe that such settlement be made and that such employee or member of the Authority Board was not guilty of gross negligence or intentional misconduct, or acting beyond the scope of his or her employment. Such rights of indemnification and reimbursement shall be in addition to any other rights which such employee or member of the Authority Board may be entitled to receive.

SECTION 14.0—REPEAL OF CONFLICTING PROVISIONS

This Act repeals the Tribal Gaming Board Act, Tribal Council Act No. 04-02, enacted by the Snoqualmie Tribal Council on February 28, 2002.

To the extent this Act conflicts with any provision of law, ordinance, resolution, motion or any other action of the Tribe heretofore taken, the provisions of this Act shall govern, and the conflicting provisions are hereby superseded and repealed.

ENACTED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 28TH DAY OF FEBRUARY, 2002 IN SESSION DULY MET, WITH 7 FOR, 0 AGAINST, AND 0 ABSTAINING. TRIBAL COUNCIL ACT 04-02.

AMENDED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 27TH DAY OF MAY, 2004 IN SESSION DULY MET, WITH 6 FOR, 0 AGAINST AND 1 ABSTAINING. TRIBAL COUNCIL ACT 02-04.

AMENDED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 10TH DAY OF NOVEMBER, 2006 IN SESSION DULY MET, WITH 7 FOR, 0 AGAINST, AND 0 ABSTAINING. TRIBAL COUNCIL ACT 04-06.

AMENDED BY THE GENERAL COUNCIL ON THE 16TH DAY OF SEPTEMBER, 2006 IN SESSION DULY MET, WITH 42 FOR, 0 AGAINST AND 0 ABSTAINING. TRIBAL COUNCIL ACT 01-06.

AMENDED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 8TH DAY OF DECEMBER, 2006 IN SESSION DULY MET, WITH 6 FOR, 0 AGAINST, AND 0 ABSTAINING. RESOLUTION No. 66-2006.

AMENDED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 25TH DAY OF JANUARY, 2007 IN SESSION DULY MET, WITH 6 FOR, 0 AGAINST, AND 0 ABSTAINING. RESOLUTION No. 14-2007.

AMENDED BY THE SNOQUALMIE TRIBAL COUNCIL ON THE 11TH DAY OF OCTOBER, 2018 IN SESSION DULY MET, WITH 5 FOR, 0 AGAINST, AND 0 ABSTAINING. RESOLUTION No. 182-2018.

CODIFIED BY THE SNOQUALMIE TRIBAL SECRETARY ON THE 11TH DAY OF OCTOBER, 2018.



TRIBAL SECRETARY