



Little River Band of Ottawa Indians

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RESOLUTION NO. #00-0831-01

**REQUESTING APPROVAL TO SUBMIT APPLICATION, RECEIVE AND
ADMINISTER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES GRANT
FOR LOW INCOME ENERGY ASSISTANCE FY 2000 - 2001**

WHEREAS, the Little River Band of Ottawa Indians is a federally recognized tribe, as reaffirmed under P.L. 103-324, enacted on September 21, 1994; and

WHEREAS, the Tribe and its members are eligible for all services and benefits provided by the federal government to Indians as members of federally recognized Tribes; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 1 of the Constitution of the Little River Band of Ottawa Indians ("Tribal Constitution"), is authorized to regulate the governmental and economic affairs of the Tribe and to ratify agreements and contracts between the Tribe and federal government; and

WHEREAS, the Tribal Ogema, pursuant to Article V, Section 5 of the Tribal Constitution, is authorized to represent the Tribe in its relations with other organizations, in a manner consistent with the Tribal Constitution; and

WHEREAS, the Tribal Council is authorized to contract for federal funds under the authority of the Indian Self-Determination Act (P.L. 93-638, as amended), and to implement and administer services for its members.

WHEREAS, the Tribe The Native American Housing Assistance and Self-Determination Act authorizes the governing body of the Tribe to appoint, select, or designate a Tribally Designated Housing Entity (TDHE) for the purposes of administering and operating a tribal housing program; and

WHEREAS, The Tribal Council has the authority to designate the Little River Band of Ottawa Indians Housing Commission to administer a broad range of programs, including those programs funded by the Department of Housing and Urban Development (HUD) for low income Tribal members and other programs as may become available; and

WHEREAS, The Little River Band of Ottawa Indians Housing Commission desires to participate in the FY 2001 "Low Income Energy Assistance Program" administered by the Department of Health and Human Service – Office of Family Assistance; and

WHEREAS, The Little River Band of Ottawa Indians Housing Commission will prepare application and program implementation of the Tribal LIHEAP Program; and

NOW, THEREFORE, BE IT RESOLVED that the Tribal Council authorizes Tribal Ogema, Robert Guenthardt, to sign, negotiate and execute the documents and grant assurances, on behalf of the Tribe, to obtain a grant award for the purposes of developing, enhancing and implementing Energy Assistance Services for Tribal members.

CERTIFICATE OF ADOPTION

This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians at its Special Session held on August 31, 2000, by a vote of 7 in favor, 0 opposed, 2 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Date: 8/31/00



Charles Fisher, Secretary/Recorder

Attest:



Joan Spalding, Council Speaker

SECTION 5. Employee Benefits.

The Tribe shall provide to any employee who is employed in conjunction with the operation of any gaming establishment at which Class III gaming activities are operated pursuant to this Compact, such benefits to which the employee would be entitled by virtue of the Michigan Employment Security Act, (Michigan Public Act No. 1 of 1936, as amended, being MCL 421.1 et seq.), and the Worker's Disability Compensation Act of 1969, (Michigan Public Act No. 317 of 1969, as amended, being MCL 481.101 et seq.) if his or her employment services were provided to an employer engaged in a business enterprise which is subject to, and covered by, the respective Public Acts.

SECTION 6. Providers of Class III Gaming Equipment or Supplies.

(A) No Class III games of chance, gaming equipment or supplies may be purchased, leased or otherwise acquired by the Tribe unless the Class III equipment or supplies meet the technical equipment standards of either the State of Nevada or the State of New Jersey.

(B) Prior to entering into any lease or purchase agreement, the Tribe shall obtain sufficient information and identification from the proposed seller or lessor and all persons holding any direct or indirect financial interest in the lessor or the lease/purchase agreement to permit the Tribe to conduct a background check on those persons. The Tribe shall not enter into any lease or purchase agreement for Class III gaming equipment or supplies with any person or entity if the lessor, seller, or any manager or person holding direct or indirect financial interest in the lessor/seller or the proposed lease/purchase agreement, is determined to have participated in or have involvement with organized crime or has been convicted of or entered a plea of guilty or no contest to a gambling-related offense, fraud or misrepresentation, or has been convicted of or entered a plea of guilty or no contest to any other felony offense within the immediately preceding five years, unless that person has been pardoned.

(C) The seller, lessor, manufacturer, or distributor shall provide, assemble and install all Class III games of chance, gaming equipment, and supplies in a manner approved and licensed by the Tribe.

SECTION 7. Dispute Resolution.

(A) In the event either party believes that the other party has failed to comply with or has otherwise breached any provision of this Compact, such party may invoke the following procedure:

(1) The party asserting noncompliance shall serve written notice on the other

party. The notice shall identify the specific Compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. The notice shall specifically identify the type of game or games, their location, and the date and time of the alleged noncompliance. Representatives of the State and Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute.

- (2) In the event an allegation by the State is not resolved to the satisfaction of the State within ninety (90) days after service of the notice set forth in Section 7(A)(1), the party may serve upon the office of the tribal Chairperson a notice to cease conduct of the particular game(s) or activities alleged by the State to be in noncompliance. Upon receipt of such notice, the Tribe may elect to stop the game(s) or activities specified in the notice or invoke arbitration and continue the game(s) or activities pending the results of arbitration. The Tribe shall act upon one of the foregoing options within thirty (30) days of receipt of notice from the State. Any arbitration under this authority shall be conducted under the Commercial Arbitration rules of the American Arbitration Association except that the arbitrators shall be attorneys who are licensed members of the State Bar of Michigan, or of the bar of another state, in good standing, and will be selected by the State picking one arbitrator, the Tribe a second arbitrator, and the two so chosen shall pick a third arbitrator. If the third arbitrator is not chosen in this manner within ten (10) days after the second arbitrator is picked, the third arbitrator will be chose in accordance with the rules of the American Arbitration Association. In the event an allegation by the Tribe is not resolved to the satisfaction of the Tribe within ninety (90) days after service of the notice set forth in Section 7(A)(1), the Tribe may invoke arbitration as specified above.

- (3) All parties shall bear their own costs of arbitration and attorney fees.

(B) Nothing in Section 7(A) shall be construed to waive, limit or restrict any remedy which is otherwise available to either party to enforce or resolve disputes concerning the provisions of this Compact. Nothing in this Compact shall be deemed a waiver of the Tribe's sovereign immunity. Nothing in this Compact shall be deemed a waiver of the State's sovereign immunity.

SECTION 8. Notice to Patrons.

In the facility of the Tribe where Class III gaming is conducted the Tribe shall post in a prominent position a Notice to patrons at least two (2) feet by three (3) feet in dimension with the

Section 6. Powers and Responsibilities of Gaming Commission.

6.01. *Powers of the Gaming Commission.* In furtherance, but not in limitation, of the Gaming Commission's purposes and responsibilities, and subject to any restrictions contained in this Ordinance or other applicable law, the Gaming Commission shall have and is authorized to exercise by majority vote, the following powers:

(a) To regulate all day-to-day gaming activity within the jurisdiction of the Tribe to ensure the integrity thereof.

(b) To promote the full and proper enforcement of all tribal civil and criminal gaming laws.

(c) To issue, deny, suspend or revoke any gaming License necessary to operate, manage, conduct business with or be employed at any gaming activities authorized by this Ordinance, or other tribal laws, and to establish a schedule of fees as may be necessary to defray expenses of License processing and background investigations.

(d) To conduct or cause to be conducted, background investigations of persons or business entities applying for any gaming License.

(e) To enact and enforce such rules and regulations consistent with this ordinance regarding its activities as the Gaming Commission may deem necessary and proper to effectuate the powers granted by this Ordinance and duties imposed by applicable law.

(f) Subject to the approval of the Tribal Council of an appropriation of funds therefore, to employ such staff as reasonably may be required to fulfill the Commission's responsibilities under this Ordinance; provided, that all employees of the Gaming Commission shall be subject to background investigations, including criminal and financial background investigations.

(g) To arrange for and direct such inspections and investigations as it deems necessary to ensure compliance with this Ordinance and implementing regulations. In undertaking such investigations, the Gaming Commission may request the assistance of tribal gaming staff, federal, state and tribal law enforcement officials, legal counsel and other third parties.

(h) To administer oaths, conduct hearings, and by subpoena compel any licensee or License applicant, any person employed by a gaming facility, and any person doing business with a Gaming Enterprise to appear before it and to provide such information, documents or other materials as may be in their possession to assist in