

**TITLE 2 – GOVERNMENT ADMINISTRATION  
PART III – ENTERPRISE; FOUNDATIONS  
CHAPTER 3-2 – TRIBAL AND OTHER ENTERPRISES**

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**SUBCHAPTER A GENERAL PROVISIONS**

**Section 10 Purpose (2 PYTC § 3-2-10)**

The purpose of this Ordinance is to enact an Enterprise Ordinance which sets forth the laws and standards applicable to Tribal and other commercial enterprises located on the Tribe’s reservation.

**Section 20 Essential Function (Tribal Enterprises); Sovereign Immunity (2 PYTC § 3-2-20)**

Any Tribal Enterprise is an integral part of the Pascua Yaqui Tribe (“Tribe”), organized to perform an essential governmental function of the Tribe subject to ultimate financial and management control by the Tribal Council of the Tribe. Any Tribal Enterprise accordingly has, in the exercise of the powers delegated to it by the Tribal Council, the full measure of the Tribe’s sovereign immunity, the Tribe’s exemption from federal and state taxation and the Tribe’s right to be treated as a state government for the purposes of Section 7871(a) of the Internal Revenue Code of 1986, as amended or recodified.

**Section 30 Definitions (2 PYTC § 3-2-30)**

“Applicant” means any person who has applied for or intends to apply for an Enterprise Work Permit.

“Application” means an application for an Enterprise Work Permit.

“Enterprise Work Permit” means approval to work for a Tribal Enterprise or Other Enterprise, evidenced by a badge issued by the Division.

“Gaming Activity” means all forms of Class III Gaming owned and operated by the Tribe and conducted within the Indian Lands of the Tribe.

“Gaming Employee” means any person employed as a Primary Management Official or Key Employee of a Gaming Operation of the Tribe and any person employed in the operation or management of a Gaming Operation, including, but not limited to, any person whose employment duties require or authorize access to restricted areas of a Gaming Facility not otherwise open to the public.

“Gaming Facility” means the buildings or structures in which Class III Gaming is conducted.

“Gaming Operation” means any Gaming Activity conducted within any Gaming Facilities.

“Other Enterprise” or “Other Enterprises” means any retail, commercial, or entertainment facilities that may be operated on the premises of a Tribal Enterprise by any entity or individual other than the Tribe.

“Other Enterprise Employee” means any person employed by an Other Enterprise who is not a Gaming Employee.

“Patron” means a person who is in a Tribal Enterprise as a customer of that Tribal Enterprise or one of the food or beverage facilities in the Tribal Enterprise where such food or beverage facility is operated by the Division.

“Permitting Authority” means the department or division designated by the Tribal Council of the Tribe or directed by the Tribal Council of the Tribe to process Applications and conduct background investigations regarding Applicants.

“Reservation” means the Tribe’s reservation in Southwest Tucson, Arizona.

“Resort” means the Tribe’s resort, pool area, conference center, warehouse, and parking structure.

“Resort Management” means the individual who is responsible for managing the Resort.

“Tort” as used herein with respect to Tribal Enterprises means a negligent or intentional breach of the Division’s duty to exercise reasonable care to protect a Patron from a dangerous condition that the Tribal Enterprise knew or should have known existed in the Tribal Enterprise and that proximately caused a Patron to suffer personal injury or property damage. “Tort as used herein with respect to the owners or operators of any Other Enterprise means a negligent or intentional breach of the Other Enterprise’s duty to exercise reasonable care to protect a Patron from a dangerous condition that the Other Enterprise knew or should have known existed in its Other Enterprise and that proximately caused a Patron to suffer personal injury or property damage.

“Tribal Enterprise” or “Tribal Enterprises” means the Anselmo Valencia Tori Amphitheater, the Tribe’s resort, conference center, parking structure, and warehouse facility, and any other retail, commercial, or entertainment facilities or venues that may be hereafter operated by the Tribe on the premises of such Tribal Enterprises.

“Tribal Enterprise Employee” means any person employed by a Tribal Enterprise who is not a Gaming Employee.

“Tribe” means the Pascua Yaqui Tribe, a federally recognized Indian Tribe, and those individuals employed by the Tribe.

“Tribal Court” means the Pascua Yaqui Tribal Court.

## **SUBCHAPTER B GENERAL AUTHORITIES, POWERS, OBLIGATIONS (RESORT)**

### **Section 40 General Powers (2 PYTC § 3-2-40)**

Resort Management, subject to Tribal Council approval, shall have the power to manage and operate the Resort and to establish and enforce employment and other standards applicable to the Resort. Resort Management’s general powers, except those powers limited by or reserved to Tribal Council, include the power to:

- (A) Appoint officers and employees, define their duties, and fix their compensation;
- (B) Implement policies related to personnel, employment, compensation, and operations practices;
- (C) Create business, operations, and human resource development plans to meet the strategic goals set for the Resort;
- (D) Incur debt for the lease or purchase of equipment and give a security interest in the leased or purchased equipment or assets as collateral for such debt, provided, however, that the power to create a security interest shall only be for a security interest in the equipment for which the debt was incurred;
- (E) Acquire or dispose of equipment and other Resort assets;
- (F) Enter into contracts for goods and services, subject to other applicable laws or ordinances of the Tribe;
- (G) Invest and reinvest its funds;
- (H) Establish sales tax or usage fees applicable to goods or services provided by the Resort;
- (I) Establish employment and hiring policies applicable to the Resort such that no person employed or retained by the Resort compromises the security, integrity, and safety of these operations;



**SUBCHAPTER C**

**FINANCIAL DUTIES AND RESPONSIBILITIES**

**Section 70 Standards of Conduct; Conflicts of Interest (2 PYTC § 3-2-70)**

(A) Definitions.

- (1) For purposes of this section, “Required Disclosure” means disclosure by Resort Management or a Council Member who has a Conflicting Interest of both: (a) the existence and nature of the Conflicting Interest; and (b) all facts known to Resort Management or the Council Member respecting the subject matter of the transaction that an ordinary person would reasonably believe to be material to a judgment about whether or not to proceed with the transaction.
- (2) For purposes of this section, “Family Member” of Resort Management or a Tribal Council member means the person’s spouse, parents, children, or grandchildren provided such persons are residing in the same home, and shall include any other individual residing in the home not otherwise described herein. Family Members shall also include the persons described herein (other than an unrelated individual) living outside the home only if Resort Management or the Tribal Council member has actual knowledge of the interest of such Family Member in the transaction at issue.
- (3) For purposes of this section, a “Conflicting Interest” means each of the following:
  - (a) The financial interest Resort Management or the Council Member or the Family Member has in a potential transaction, regardless of whether that transaction must be approved by the Tribal Council, if the transaction is of such significance to the Resort Management or the Council Member or the Family Member that the interest would reasonably be expected to exert an influence on Resort Management’s or the Council Member’s judgment if he or she were called upon to vote on the transaction;
  - (b) The transaction at issue is of such character and significance to the Resort and the Tribe that it would in the normal course be brought before the Council to approve the action, and:
    - (i) Resort Management, the Tribal Council Member, or the Family Member, is a director, general partner, agent, or employee of the entity that the Resort is considering conducting the transaction with;
    - (ii) Resort Management, the Tribal Council Member, or the Family Member will receive remuneration, monetary or otherwise, from the entity the Resort is considering transacting with, because of the transaction or in exchange for the transaction (other than whatever remuneration that Resort Management, the Tribal Council Member, or the Family Member would ordinarily receive from the Tribe or the Resort in exchange for their services).
- (4) For purposes of this section, “Interest” means any financial or beneficial interest Resort Management or the Council Member has in a potential transaction, regardless of whether that transaction must be approved by the Tribal Council and regardless of the materiality of the interest.

(B) Resort Management, and his or her direct reports, when discharging their duties, shall act:

- (1) In good faith;
- (2) In a manner he or she reasonably believes to be in the best interests of the Resort and Tribe; and

- (3) To discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances.
- (C) Resort Management and each Council Member are expected to observe an obligation of undivided loyalty to the Resort and the Tribe and to avoid actual or apparent conflicts of interest.
- (1) Resort Management may not take any action, without approval of Tribal Council, if such a decision involves a Conflicting Interest of Resort Management or Resort Management's Family Member.
  - (2) No Council Member shall vote upon, or otherwise participate in, decisions involving a Conflicting Interest of the Council Member or his or her Family Member.
  - (3) Resort Management or any Council Member shall not:
    - (i) Accept anything of personal value to influence Resort Management's or the Council Member's decision with respect to a transaction; or
    - (ii) Accept any compensation (other than whatever remuneration that Resort Management or the Tribal Council Member would ordinarily receive from the Tribe or the Resort in exchange for their services), loan, gift, or anything of value from the Resort, the Tribe, or from the employees, agents, representatives or any person doing business with, or attempting to do business with, the Resort or the Tribe that could reasonably be expected to influence Resort Management's or Tribal Council Member's decision with respect to a transaction or business decision of the Tribe or the Resort that would benefit the party providing the compensation, loan, gift, or item of value.
- (D) No Conflicting Interest transaction shall be entered into unless, after the Required Disclosure is made to Tribal Council, the transaction receives the affirmative vote of a majority of the Tribal Council members present at the regular meeting at which the vote takes place.
- (E) Any Conflicting Interest transaction as to which the Required Disclosure is not made, or as to which the transaction does not receive the affirmative vote of a majority of Tribal Council members present at the meeting at which the vote takes place, is voidable by the Tribal Council.
- (F) Resort Management or the Council Member must promptly disclose to the Tribal Council the existence of any Interest Resort Management or the Council Member has in a potential transaction or in an entity that has an ongoing business relationship with the Tribe or the Resort.

**Section 80      Accounts; Reports; Audits (2 PYTC § 3-2-80)**

- (A) The Resort shall maintain financial books of account following the Tribe's fiscal year and general financial reports accurately reflecting the financial position, revenues and disbursements of the Resort in accordance with all applicable laws.
- (B) An independent and reputable firm of certified public accountants shall audit the books of account and financial reports and its audit reports shall be presented to the Tribal Council and the Tribe's Finance Director.

**Section 90      Taxation (2 PYTC § 3-2-90)**

The Resort shall comply with all applicable federal and state laws regarding employee withholding and social security taxes, and related obligations imposed by law on employers with respect to their employees.

**Section 100      Budgets (2 PYTC § 3-2-100)**

The Resort shall adopt an annual operating budget of revenues and expenditures and capital expenditures budget based upon the Tribe's fiscal year. The capital expenditures budget shall define the Resort's plans for capital investments, including material operating leases, and shall state whether the planned investments are intended to be financed from cash or from borrowing.

**Section 110      Distributions (2 PYTC § 3-2-110)**

The Resort shall, on a monthly basis, make transfers to the Tribe as determined by Tribal Council.

**Section 120      Tribal Expenditures (2 PYTC § 3-2-120)**

- (A)      The Resort will account for all expenses incurred at the Resort by the Tribe, Tribal Council, Council members, or by tribal departments, programs or employees (collectively the "Government") to the appropriate Government departments or programs in the Resort's next regular billing cycle. Such expenses will be recuperated by offsetting amounts to be distributed to the Tribe, based upon the Resort's cost or at an appropriate value assigned to that expense by Resort financial personnel.
- (B)      Use of Resort facilities by the Government will be encouraged when not in conflict with other revenue generating activity.
- (C)      Government officials and employees will not be provided with any complimentary (i.e., no cost) tickets, passes, meals, other items or services by the Resort where such items are provided to influence that official's or employee's decision with respect to a transaction. In addition, Tribal Council members shall be subject to any Tribal Council approved compensation and expense policies.

**Section 130      Records Access (2 PYTC § 3-2-130)**

The Tribal Council Treasurer, the Chair of the Tribal Council Finance Oversight Committee, and the Director of the Tribe's Internal Audit Department shall have wholly unrestricted access to all of the Resort's financial and related records and may (1) require any financial or financially-related reports or information, and (2) recommend to Tribal Council for approval any steps necessary to audit, review, protect, and expand the Resort.

**SUBCHAPTER D                                  INDIAN PREFERENCE**

**Section 140      Preference; Minimum Qualifications (2 PYTC § 3-2-140)**

The Resort shall give preference with respect to recruiting, hiring, training, development, transfers, promotions, reduction in force layoffs, and contracting first to enrolled members of the Pascua Yaqui Tribe meeting minimum qualifications and then to other persons who meet minimum qualifications based on the following criteria and in the following order:

- (A)      Spouses of enrolled members of the Pascua Yaqui Tribe meeting minimum qualifications;
- (B)      Enrolled members of other recognized Indian tribes meeting minimum qualifications; and
- (C)      Other persons meeting minimum qualifications.

**Section 150      Promotions; Internships (2 PYTC § 3-2-150)**

The departments within the Resort shall establish programs to train and promote qualified, enrolled members of the Pascua Yaqui Tribe to supervisory and management positions. In addition, the Resort shall coordinate with the Tribe's Education Division to educate and recruit enrolled members of the Pascua Yaqui Tribe for internships and permanent positions requiring a postsecondary education.

**Section 160 Indian Preference Employment Goals (2 PYTC § 3-2-160)**

The departments within the Resort shall meet all Indian preference in hiring goals as established by the Tribal Council. These goals shall be created by position and level of management.

**SUBCHAPTER E REPORTS TO THE COUNCIL**

**Section 170 General and Financial Reporting Requirements (2 PYTC § 3-2-170)**

The Resort shall render reports and meet with the Tribal Council on its operations and significant activities and events on a monthly, quarterly, and annual basis. The reports shall, at a minimum, include the following information:

- (A) On a monthly, quarterly, and annual basis, report on: (i) monthly, quarterly, and year-to-date financial performance for the Resort and its departments; (ii) report comparisons of financial performance between the current fiscal year and the previous fiscal year; (iii) report comparisons of financial performance between current fiscal year and the approved budget for the current fiscal year; and (iv) provide financial statements prepared in accordance with Generally Accepted Accounting Principles.
- (B) On a monthly basis, report the financial results of promotional and entertainment events (a detailed financial report of all concerts, sporting and other promotional events, including revenues and complimentary, promotional and production costs and expenses, and net income, as well as the event's impact on gross Resort revenues);
- (C) On a quarterly basis, the Resort shall present to the Tribal Council any changes to the Resort's operating plans, investment plans, strategic and future business plans, and economic and market updates;
- (D) On a quarterly basis, reports of all charitable donations, identified by recipient and amount;
- (E) On a quarterly basis, reports of the number and dollar amount of contracts entered into by the Resort.
- (F) On a quarterly basis, a brief summary of any pending or unasserted legal claims against the Resort.

**Section 180 Employment and Personnel Reports (2 PYTC § 3-2-180)**

- (A) On a monthly basis, the Resort shall present to the Tribal Council the following reports:
  - (1) Employed tribal members report (the number of enrolled members of the Tribe, spouses of enrolled members of the Tribe, and enrolled members of other Indian tribes who are employed full-time by the Resort in non-supervisory, supervisor, and management positions);
  - (2) Employment report (the number of vacancies by level and department, persons employed, and terminations by the Resort for enrolled and non-enrolled members);
  - (3) Employee complaint and resolution report;
  - (4) Training, promotion, and skills development report.
- (B) On a quarterly basis, the Resort shall present to the Tribal Council an updated report on human resources development policies and plans for recruiting, hiring, training, promoting, and mentoring enrolled members of the Tribe.



**Section 190 Proposed Fiscal Year Budget (2 PYTC § 3-2-190)**

- (A) The Resort shall provide a proposed fiscal year budget at least 60 days before the end of the fiscal year. Such proposed budget shall include the operating and capital expenditures budget.
- (B) The Resort's report for the fourth quarter shall include, in addition to financial statements for the concluded fiscal year, the final capital expenditures for the year.

**SUBCHAPTER F REGULATORY COMPLIANCE**

**Section 200 Regulatory Compliance (2 PYTC § 3-2-200)**

The Resort shall comply with all applicable federal laws, and all tribal laws, including but not limited to all employment laws, criminal laws, and laws pertaining to innkeepers.

**Section 210 Food Service Establishments (2 PYTC § 3-2-210)**

The Resort shall comply with the public safety standards for food and beverage handling provided for in the United States Public Health Service Food and Drug Administration's 2001 Food Code.

**Section 220 Protection of the Environment and Public Health and Safety (2 PYTC § 3-2-220)**

All Tribal Enterprise areas and Other Enterprise areas shall be constructed, maintained, and operated in a manner that adequately protects the environment and the public health and safety and that meets or exceeds the standards established by Tribal law.

**SUBCHAPTER G TORT REMEDIES**

**Section 230 Tort Remedies for Tribal Enterprises (2 PYTC § 3-2-230)**

- (A) The Tribe possesses sovereign immunity such that it is immune from suit unless it expressly consents to suit or expressly waives its sovereign immunity. Although this section is not a waiver of the Tribe's sovereign immunity, neither the Tribe nor the Resort will assert the defense of sovereign immunity in those civil tort personal injury or property damage claims that are described in this section and in Section 30 of this Ordinance.
- (B) Policy of Insurance as Sole Source for Payment of Damages: The Tribe will maintain a policy of commercial general liability insurance with a coverage limit of combined single limit for personal injury and property damage of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate. The insurance policy shall include all claims made by a Patron of any Tribal Enterprise for personal injury or property damage and shall include an endorsement providing that neither the insurer nor the Resort nor the Tribe will assert the subject matter defense of sovereign immunity from suit against a civil tort personal injury or property damage claim that seeks damages within the limits of the commercial general liability policy, is covered under the insurance policy, and complies strictly with the tort claims procedures set forth in this section.
- (C) Authority: Patrons of Tribal Enterprises who claim to have suffered personal injury or property damage while present at a Tribal Enterprise are hereby authorized to file a claim, and if that claim is not paid in accordance with the Tribal Enterprise's Claims Policies, to file suit in a civil Tort lawsuit in the Tribal Court naming the Resort as a defendant to recover money damages for such personal injury or property damage, provided that the Patron complies strictly with the provisions of this Section.

- (1) The Tribe shall maintain the policy of insurance described above in Section 230(B) of this Ordinance with the endorsement described in that Section.
- (2) The insurance policy provided for in Section 230(B) of this Ordinance shall not exclude all claims made by a Patron for personal injury or property damage.
- (3) Neither the insurer nor the Resort or the Tribe shall be precluded from asserting any other statutory or common law defense to the claims asserted.
- (4) Any award or judgment rendered in favor of a Patron shall be satisfied solely from insurance proceeds, and said judgment may not be enforced by levy, writ of attachment, judgment attachment, or the like, against the Tribal Enterprise, property of the Tribal Enterprise, the Pascua Yaqui Tribe, or property of the Pascua Yaqui Tribe.

(D) Venue, Jurisdiction, Applicable Law and Limitations for Civil Tort Lawsuits:

- (1) Venue for any civil Tort lawsuit filed under the authority of this Section shall be exclusively in the Tribal Court.
- (2) The Tribal Court shall have sole and exclusive jurisdiction over any civil Tort lawsuit filed under the authority of this Section.
- (3) The governing law for determining all substantive and procedural issues arising in any civil Tort lawsuit filed under the authority of this Section shall be the law of the Pascua Yaqui Tribe, including the Tribe's conflict of laws principles.
- (4) No civil Tort lawsuit filed under the authority of this Section may be filed on a date that is more than one year after the event that caused the alleged personal injury or property damage.
- (5) Notwithstanding the Tribe's agreement to forgo assertion of its defense of sovereign immunity from suit against a civil Tort lawsuit that complies strictly with the claims procedures set forth in this Section under the limited conditions set forth in this section, neither the insurer nor the Resort or the Tribe shall be precluded from asserting any other statutory or common law defense to the claims asserted.
- (6) In determining the parties' degree of fault and percentages of liability, the Tribal Court shall apply strict comparative negligence principles and only award the Patron the percentage of the total proven damages that represents the Tribal Enterprise's percentage of fault.
- (7) The Tribal Court shall award the Patron compensatory damages only. Compensatory damages shall include specifically proven medical expenses that are not paid or payable by another payor.
- (8) The Tribal Court may award the Patron damages for the Patron's pain and suffering, but not more than an amount equal to the Patron's specifically proven medical expenses.
- (9) The Tribal Court shall not have the authority to award to a Patron punitive or exemplary damages of any kind.
- (10) Any award or judgment rendered in favor of a Patron shall be satisfied solely from the insurance proceeds from the policy of insurance described in Section 230(B) of this Ordinance.
- (11) Upon request, the Patron or the Patron's designated representative shall be provided with a copy of this Code Section and a Claim Form which contains the procedures that must be followed in order to pursue a claim, as well as the name, address, and telephone number of the Resort's or other Tribal Enterprise's operator and the mailing address and telephone number of the clerk of the Tribal Court.

- (E) Prerequisites for an Actionable Civil Tort Lawsuit: The Tribe and the Tribal Enterprise will forgo the assertion of sovereign immunity in a civil Tort lawsuit as set forth herein, but only if the claim for personal injury and/or property damage is filed with Resort Management or the operator of the Tribal Enterprise at issue that satisfies each and every one of the following prerequisites:
- (1) The claimant has first presented directly to Resort Management or the operator of the Tribal Enterprise at issue by certified mail, return receipt requested, a written claim not later than 180 calendar days after the date of the alleged personal injury or property damage; and
  - (2) The claim contains the facts that support the claim, facts sufficient to reasonably describe the basis upon which liability is claimed, and a specific statement of the amount of the claim; and
  - (3) No less than 60 calendar days have passed since the date the claim was presented by certified mail, return receipt requested; and
  - (4) The civil Tort lawsuit is filed in the Tribal Court; and
  - (5) The civil Tort lawsuit is filed in the Tribal Court not later than one year after the event that caused the alleged personal injury or property damage; and
  - (6) The policy of insurance described in Section 230(B) of this Ordinance covers the personal injury or property damage alleged in the civil Tort lawsuit; and
  - (7) The plaintiff in the civil Tort lawsuit shall only be a Patron who allegedly suffered personal injury or property damage at the Tribal Enterprise; and
  - (8) The civil Tort lawsuit does not claim damages for personal injury or property loss or any other type of loss or damage of any person other than the Patron, and makes no claim of derivative loss suffered by a spouse, other family member, or other person claiming indirect injury; and
  - (9) The civil Tort lawsuit seeks relief only in the form of monetary damages; and
  - (10) The complaint in the civil Tort lawsuit states a specific amount of damages claimed; and
  - (11) The damages sought in the civil Tort lawsuit do not exceed the insurance coverage amount stated in Section 230(C) of this Ordinance.

**Section 240 Tort Remedies for Other Enterprises (2 PYTC § 3-2-240)**

Owners and operators of Other Enterprises are required to maintain a policy of commercial general liability insurance with a coverage limit of combined single limit for personal injury and property damage of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate. The insurance policy shall include all claims made by a Patron of said Other Enterprise.

**SUBCHAPTER H ENTERPRISE WORK PERMITS**

**Section 250 Permit Requirements Generally (2 PYTC § 3-2-250)**

- (A) Each Applicant for a position as a Tribal Enterprise Employee or an Other Enterprise Employee shall complete an Application for an Enterprise Work Permit and receive an Enterprise Work Permit prior to the commencement of the Applicant's employment.
- (B) The Permitting Authority shall issue an Enterprise Work Permit upon receipt of a completed Application for an Enterprise Work Permit unless the Application demonstrates on its face grounds to disqualify the Applicant.

- (C) The Permitting Authority may revoke an Enterprise Work Permit for any or no reason, in its sole discretion, within sixty (60) days from the date the Enterprise Work Permit was issued to the Applicant and such Applicant shall have no right to appeal such revocation.
- (D) All Enterprise Work Permits shall be effective for three (3) years from the date of issuance, and must be renewed triennially thereafter, unless suspended, revoked, or surrendered as provided herein.
- (E) An Enterprise Work Permit is a privilege rather than a right. Any Enterprise Work Permit issued constitutes a revocable privilege, and no person holding such a permit is deemed to have acquired any vested rights therein.
- (F) The burden of proving the Applicant's qualifications to receive an Enterprise Work Permit is at all times on the Applicant. An Applicant assumes any risk of adverse public notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to an Application and expressly waives any claim for damages against the Tribe or the Permitting Authority as a result thereof.

**Section 260 Enterprise Work Permit Applications (2 PYTC § 3-2-260)**

- (A) Applications shall require, at a minimum, the following information regarding the Applicants:
  - (1) Full legal name;
  - (2) Any aliases or other names used;
  - (3) Social Security Number;
  - (4) Date of birth;
  - (5) Driver's license or other state or tribal identification document;
  - (6) Proof of eligibility to work in the United States;
  - (7) Information regarding any criminal history, including arrest and conviction information, dates, and court information;
  - (8) Enterprise Work Permit fee as set by Tribal Council;
  - (9) The Permitting Authority may require additional information, at its discretion.
- (B) Every statement contained in an Application must be accurate and complete, including any additional or supplemental information requested by the Permitting Authority. Failure to supply supplemental or additional information in the Applicant's possession within two (2) weeks or other information within a reasonable period of time following the date on which the Applicant receives a request for such information from the Permitting Authority shall constitute grounds for denying the Application or delaying consideration of the Application.
- (C) Upon receipt of the completed Application, the Permitting Authority shall issue to the Applicant, without unreasonable delay, an Enterprise Work Permit in the form of an identification badge, unless grounds sufficient to disqualify the Applicant are apparent on the face of the Application. Such identification badge shall operate as the Enterprise Work Permit.
- (D) The Permitting Authority shall conduct a background investigation on each Applicant and shall forward the results of such background investigation to the Tribal Enterprise or Other Enterprise. The Permitting Authority shall, together with management of the Tribal Enterprise or Other Enterprise, review the background investigation and the Permitting Authority shall make the suitability determination based upon

the background investigation and the other information provided by the Applicant during the application process.

**Section 270 Applications for Employment After Revocation (2 PYTC § 3-2-270)**

Any person whose Enterprise Work Permit is revoked by the Permitting Authority shall be foreclosed from applying for employment with any Tribal Enterprise or Other Enterprise, or with the Gaming Enterprise, for a period of one (1) year from the date on which notice of the Permitting Authority's action to revoke was provided to the employee.

**Section 280 Standards for Permitting (2 PYTC § 3-2-280)**

In order for an Applicant to qualify for an Enterprise Work Permit, the Permitting Authority shall be satisfied that no information has been provided which demonstrates that the Applicant is:

- (A) A person of good character, honesty, and integrity;
- (B) A person whose background, reputation or associations is not likely to result in adverse publicity concerning the Tribe, a Tribal Enterprise, and Other Enterprise, or any Tribal Gaming Facility; and
- (C) A person whose prior activities, criminal record, if any, or reputation, habits and associations do not pose a threat to the public interest.

**Section 290 Permitting of a Natural Person Under the Age of Eighteen (2 PYTC § 3-2-290)**

The Permitting Authority shall not grant an Enterprise Work Permit to an individual under eighteen (18) years of age.