



November 26, 2024

VIA EMAIL

Governor Max Zuni
Pueblo of Isleta
P.O. Box 1270
Isleta, NM 87022

Re: Pueblo of Isleta Amended Gaming Ordinance

Dear Governor Zuni:

This letter responds to your October 29, 2024 submission on behalf of the Pueblo of Isleta (“Tribe”) for the National Indian Gaming Commission Chairwoman (Acting) to review and approve amendments to the Tribe’s gaming ordinance. The Tribe adopted the amended gaming ordinance through Resolution No. 2024-088A.

Thank you for bringing these amendments to our attention. The amended gaming ordinance is approved as it is consistent with the requirements of the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions or require anything further, please contact NIGC Staff Attorney Rachel Hill at rachel.hill@nigc.gov or (202) 734-6545.

Sincerely,

A handwritten signature in blue ink that reads "Sharon M. Avery".

Sharon M. Avery
Chairwoman (Acting)

MAILING ADDRESS: NIGC/DEPARTMENT OF THE INTERIOR 1849 C Street NW, Mail Stop #1621 Washington, DC 20040 Tel: 202.632.7003 Fax: 202.632.7066

REGIONAL OFFICES Portland, OR; Sacramento, CA; Phoenix, AZ; St. Paul, MN; Tulsa, OK; Oklahoma City, OK; Rapid City, SD
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PUEBLO OF ISLETA

P.O. BOX 1270
ISLETA, NM 87022

PUEBLO OF ISLETA

RESOLUTION NO. 2024-088

RESOLUTION AMENDING THE PUEBLO OF ISLETA GAMING ORDINANCE AND REGULATIONS

At a duly called meeting of the Tribal Council of the Pueblo of Isleta, held on August 27, 2024 the following Resolution was passed:

WHEREAS, the Pueblo of Isleta (the "Pueblo") is a federally recognized Indian Tribe with a written Constitution and inherent powers of self-government;

WHEREAS, the Pueblo is governed by a Governor and Tribal Council made up of elected representatives who act in accordance with the Pueblo of Isleta Tribal Constitution ("Constitution");

WHEREAS, Article V, Section 2 (e), of the Constitution for the Pueblo of Isleta authorizes the Tribal Council to "enact ordinances to, to protect the peace, safety, property, health, and general welfare of the members of the Pueblo of Isleta;"

WHEREAS, on March 28, 1994 the Tribal Council adopted Resolution No. 94-24, Adopting Pueblo of Isleta Class II Gaming Ordinance ("Gaming Ordinance") which authorized Class II gaming within the boundaries of Pueblo lands, and the Gaming Ordinance was subsequently approved by the National Indian Gaming Commission (NIGC) on April 22, 1994;

WHEREAS, on January 28, 1995 the Tribal Council adopted Resolution No. 95-03 establishing the Pueblo of Isleta Gaming Commission to exercise tribal regulatory authority over Gaming Activities on Pueblo lands, including the authority to promulgate Gaming Regulations;

WHEREAS, on March 15, 1995 the Tribal Council adopted Resolution No. 95-12, First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming, and the Gaming Ordinance was subsequently approved by NIGC on May 31, 1995;

WHEREAS, on January 24, 2000 the Tribal Council submitted revised Gaming Regulations to NIGC, and the Gaming Regulations were subsequently approved by NIGC on April 18, 2000;

WHEREAS, on August 29, 2001 the Tribal Council adopted Resolution No. 2001-104, the Pueblo of Isleta Gaming Licensing Review Procedures, establishing the process for persons or vendors to appeal licensing actions of the Pueblo of Isleta Gaming Commission;

WHEREAS, on January 16, 2002 the Tribal Council adopted Resolution No. 01-006, which restructured the Tribe's gaming regulatory body from the Pueblo of Isleta Gaming Commission to the Pueblo of Isleta Gaming Regulatory Agency ("POIGRA"), and authorized POIGRA to "exercise any and all regulatory authority and duties of the Tribe specified in the [Gaming Ordinance], including the backgrounding and licensure of all employees and other persons requiring to be licensed under said ordinances, and shall assure compliance with such ordinances by the Pueblo of Isleta, its Gaming enterprise and any and all other persons involved in or associated with Pueblo gaming", and the Gaming Ordinance was subsequently approved by NIGC on March 6, 2002;

WHEREAS, on March 14, 2005 the Tribal Council adopted Resolution No. 2005-039, eliminating the need for non-gaming vendor licensing;

WHEREAS, on July 7, 2014 the Tribal Council adopted Resolution No. 2014-049 approving amendments to Regulations 1, 7, and 8 of the Gaming Regulations concerning gaming licenses and non-gaming permits;

WHEREAS, in 2014 and 2015 the Pueblo submitted amended Gaming Regulations to NIGC and was informed amendments would be required to the Gaming Ordinance, resulting in at least three submissions of drafted amended Gaming Ordinance and Regulations;

WHEREAS, on February 25, 2015 the Pueblo withdrew the submissions of the amended Gaming Ordinance and Regulations;

WHEREAS, on September 14, 2023 a new rule became effective that revised the definitions of "Key Employee" and "Primary Management Official" among other federal regulatory changes;

WHEREAS, on January 18, 2024 Tribal Council moved to create the Gaming Task Force, a working group dedicated to amending the Pueblo of Isleta Gaming Ordinance and Regulations, composed of the Isleta Resort & Casino CEO and Human Resources Director, POIGRA Executive Director, Legal Department, and one representative from both the Governor's Office and Tribal Council;

WHEREAS, the Gaming Task Force has held multiple meetings over a period of six months to revise the Gaming Ordinance and Regulations, and has recommended that the revisions (attached as **Exhibit A** and **Exhibit B**) move forward to NIGC for approval; and

WHEREAS, the Tribal Council finds it in the best interest of the Pueblo of Isleta to amend the revised Gaming Ordinance and Regulations to reflect updated federal definitions, decisively eliminate the need for non-gaming licensing, and streamline gaming operations.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby amends the Gaming Ordinance and Regulations as included herein;

BE IT FURTHER RESOLVED, that the Tribal Council hereby directs the Governor, Legal Department, and POIGRA to submit the amended Gaming Ordinance and Regulations to NIGC consistent with federal requirements;

BE IT FURTHER RESOLVED, the amended Gaming Ordinance and Regulations shall become effective upon notice and approval by NIGC of the amended Ordinance;

BE IT FURTHER RESOLVED, that POIGRA shall provide notice of the amended Gaming Ordinance and Regulations to the State Gaming Representative as required by the 2015 Gaming Compact between the State of New Mexico and Pueblo of Isleta;

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall supersede any conflicting provisions of past-adopted Resolutions;

BE IT FURTHER RESOLVED, that the Governor, Legal Department, and POIGRA are authorized and directed to do all that is necessary to effectuate the intent of this Resolution;

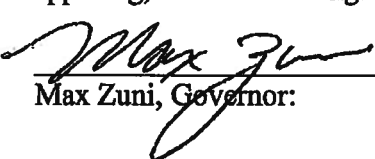
BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Tribal Council and shall remain in effect until otherwise superseded or repealed by Tribal law; and

BE IT FURTHER RESOLVED, that the Tribal Council hereby directs the Legal Department to, within 60 days of the effective date of the Gaming Ordinance and Regulations, codify the amendments to the Gaming Ordinance authorized herein into a Title of the Tribal Law and Order Code, and to provide notice to the Governor, Tribal Council, Tribal Court, Isleta Resort & Casino, and MIS publication of such codification.

CERTIFICATION

We, the undersigned, do hereby certify that the foregoing Resolution was passed at a duly called Meeting of the Isleta Tribal Council of the Pueblo of Isleta, held on the 27th day of August, 2024, at which a quorum was present, with 6 voting for, 0 opposing, and 0 abstaining.


Ronald Olguin, Tribal Council President:


Max Zuni, Governor:

ATTEST


Elizabeth Kirk, Tribal Council Secretary

PUEBLO OF ISLETA ORDINANCE: PERMITTED GAMING

BE IT ORDAINED AND ENACTED by the Tribal Council of the Pueblo of ISLETA, as follows:

PURPOSE.

The Tribal Council of the Pueblo of Isleta, hereinafter "Tribe," empowered to enact ordinances, hereby enacts this ordinance in order to set the terms for class III gaming operations and other operations on tribal lands.

SECTION 1. PERMITTED ACTIVITIES; SCOPE OF GAMING. The below-described commercial gaming activities are permitted:

- A. All gaming authorized and permitted by the Ordinance entitled PUEBLO OF ISLETA CLASS II GAMING ORDINANCE, adopted and ordained on March 28, 1994; and
- B. All Class III gaming, as described and defined in 25 CFR § 502 (25 CFR Ch. III (4-1-9 edition)), as that section may be amended from time to time, and any gaming permitted by the State of New Mexico for any purpose, by any person, organization or entity (and such gaming activity to otherwise being prohibited on Indian lands by a Federal statute dealing with a specific gaming activity, including without limitation, the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq*).
- C. Notwithstanding the generality of the foregoing, class III gaming shall be subject to, delimited by, and conducted in compliance with the terms and conditions of the Compact, as it may, from time to time, be amended by the parties thereto.

SECTION 2. OWNERSHIP OF GAMING.

The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance, except as expressly provided in this Ordinance. Such responsibility shall be executed in a manner consistent with the terms and conditions of the Compact, as it may, from time to time, be amended by the parties.

SECTION 3. USE OF GAMING REVENUE.

- A. Net revenue from gaming shall be used only for the following purposes: to fund tribal government operations and programs; provide for the general welfare of the Tribe and its members; promote tribal economic development; donate to charitable organizations; or help fund operations of local government agencies.

- B. If the Tribe elects to make per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. §2710(b)(3).

SECTION 4. AUDIT.

- A. Consistent with the Audit and Financial Statements provisions of the Compact, as the same may, from time to time, be amended by the parties, the Pueblo of Isleta Gaming Regulatory Agency, hereinafter "agency" shall cause to be conducted annually an independent audit of gaming operations and shall submit the resulting audit reports to the National Indian Gaming Commission.
- B. All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in subsection A. above.

SECTION 5. PROTECTION OF THE ENVIRONMENT AND PUBLIC HEALTH AND SAFETY.

Class III gaming facilities shall be constructed, maintained, and operated in a manner that is consistent with the Public Health and Safety provisions of the Compact, as they may, from time to time, be amended, and which adequately protects the environment and the public health and safety.

SECTION 6. LICENSES FOR EMPLOYEES.

The agency shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any class III gaming enterprise operated on Indian lands:

- A. Definitions. For the purposes of this section, the following definitions apply:
1. Any person, corporation, or other entity providing gaming services within or without a Gaming Facility, shall apply for and receive a license from the agency before participating in any way in the operation or conduct of any class III gaming conducted by the Tribe.
 2. "Key employee" has the same meaning as defined at 25 C.F.R. § 502.14, including any subsequent amendment to such definition.
 3. "Primary management official" has the same meaning as defined at 25 C.F.R. § 502.19, including any subsequent amendment to such definition.
- B. Application Forms.

1. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant.

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701, et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authority and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal, or regulatory investigations or prosecutions or when pursuant to a requirement of a tribe or the National Indian Gaming Commission in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you in a primary management official or key employee position.

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

2. Existing key employees and primary management officials shall be notified in writing that they shall either:
 - a. Complete a new application form at contains a Privacy Act notice; or
 - b. Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.
3. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant:

A false statement on any part of your application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, section 1001)

4. The agency shall notify in writing existing key employees and primary management officials that they shall either:
 - a. Complete a new application form that contains a notice regarding false statements; or
 - b. Sign a statement that contains the notice regarding false statements.

C. Background Investigations

1. The agency shall request from each applicant and his, her or its principals, if applicable, primary management official and from each key employee all of the following information:
 - a. Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
 - b. Currently and for the previous 10 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers; provided, however, that any applicant who is a principal, primary management official, key employee, management contractor, manufacturer or supplier of gaming devices, and/or a person providing gaming services, must provide such information currently and from the age of eighteen (18);
 - c. The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (1)(b) of this section;
 - d. Current business and residence telephone numbers, and all cell phone numbers;
 - e. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses and a description of any potential or actual conflict of interests between such businesses and Indian tribes;
 - f. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 - g. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
 - h. For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
 - i. For each misdemeanor for which there is a conviction or an ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date and disposition;
 - j. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application, and is not otherwise listed pursuant to paragraph (1)(h) or (1)(i) of this section, the criminal charge, the name and address of the court involved, and the date and disposition;
 - k. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit as an applicant, principal, primary manager, official or key employee, whether or not such license or permit was granted;

- l. A current photograph;
 - m. Any other information the agency deems relevant; and
 - n. Fingerprints consistent with the procedures adopted by the agency according to 25 C.F.R. §522.2(h). Pursuant to a Memorandum of Understanding between the Tribe and the National Indian Gaming Commission, tribal police officers shall forward fingerprint cards directly to the Commission.
 - o. The relevant financial records of the applicant for the three (3) years preceding the application.
2. The agency shall conduct an investigation, consistent with the Background Investigation provisions of the Compact, as they may, from time to time, be amended, sufficient to make a determination under subsection D below. In conducting a background investigation, the agency shall promise to keep confidential the identity of each person interviewed in the course of the investigation. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigation. The agency shall request fingerprints from each primary management official and key employee.

D. Eligibility Determination.

1. The agency shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for receiving a gaming license. The finding and background investigation shall be contained in an investigative report. An investigative report shall include all of the following:
 - a. Steps taken in conducting a background investigation;
 - b. Results obtained;
 - c. Conclusions reached; and
 - d. The basis for those conclusions.
2. If the agency determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the agency shall not license that person in a key employee or primary management official position.

E. Report to National Indian Gaming Commission.

1. No later than sixty (60) days after the key employee or primary management official begins work at a gaming operation authorized by this ordinance, the agency shall prepare and forward to the National Indian Gaming Commission

a notice of results on each background investigation. The notice of results shall contain:

- a. Applicant's name, date of birth, and social security number;
 - b. Date on which applicant began or will begin work as key employee or primary management official;
 - c. A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
 - i. Licenses that have previously been denied;
 - ii. Gaming licenses that have been revoked, even if subsequently reinstated;
 - iii. Every known criminal charge brought against the applicant within the last 10 years of the date of application; and
 - iv. Every felony of which the applicant has been convicted or any ongoing prosecution.
 - d. A copy of the eligibility determination.
2. If a license is not issued to an applicant, the agency:
- a. Shall notify the National Indian Gaming Commission; and
 - b. May forward copies of its eligibility determination and investigative report (if any) to the National Indian Gaming Commission for inclusion in the Indian Gaming Individuals Records System.
3. With respect to key employees and primary management officials, the agency shall retain applications for licensing, eligibility determinations, and reports (if any) of the background investigations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.
4. The gaming operation shall not employ any person who does not have a license after ninety (90) days.

F. Granting Gaming Licenses.

1. If, within a thirty (30) day period after the National Indian Gaming Commission receives a report, the National Indian Gaming Commission notifies the agency that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the tribe has provided an application and investigative report to the National Indian Gaming Commission, the agency may issue a license to such applicant.
2. The agency shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a key

employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under paragraph G.1. of this section until the Chairman of the National Indian Gaming Commission receives the additional information.

3. If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the agency with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the agency has provided an application and investigative report to the National Indian Gaming Commission, the agency shall reconsider the application, taking into account the objections itemized by the National Indian Gaming Commission. The agency shall make the final decision whether to issue a license to such applicant.

G. Gaming License Suspensions and Revocations.

1. If, after the issuance of a gaming license, the agency receives from the National Indian Gaming Commission reliable information indicating that a key employee or a primary management official is not eligible for employment under subsection D. above, the agency shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.
2. The agency shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
3. After a revocation hearing, the agency shall decide to revoke or to reinstate a gaming license. The agency shall notify the National Indian Gaming Commission of its decision within 45 days of receiving notification that a primary management official or key employee is not eligible for employment.

H. Denying Gaming Licenses.

1. The agency shall not license a primary management official or key employee if an authorized agency official determines, in applying the standards in subsection 6.D. for making a license eligibility determination, that licensing the person:
 - a. Poses a threat to the public interest;
 - b. Poses a threat to the effective regulation of gaming; or
 - c. Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.

SECTION 7. LICENSE LOCATIONS.

The agency shall issue a separate license to each place, facility, or location on Indian lands where class III gaming is conducted under this ordinance.

SECTION 8. REPEAL.

Only to the extent that they are inconsistent with this ordinance, all prior gaming ordinances, or parts thereof, are hereby repealed.

SECTION 9. SAVING.

Nothing in this Ordinance, nor any section or provision hereof, or amendment hereto, is intended to, nor shall it either by construction or application, invalidate or in any other way adversely affect, any other ordinance, resolution, law or regulation of the Pueblo of Isleta.

SECTION 10. SEVERABILITY.

In the event that any section or provision of this Ordinance, or any amendment to this Ordinance, is not approved or is made invalid, it is the intent of the Pueblo of Isleta that the remaining sections and provisions of this Ordinance shall continue in full force or effect.

PUEBLO OF ISLETA GAMING REGULATORY AGENCY REGULATIONS

EFFECTIVE [DATE]

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Section 1. Definitions.

- A. Scope.** This Section sets forth the definitions of various terms used in these regulations and interpretive aids.
- B. Construction.** Nothing in these regulations shall be construed so as to conflict with any provision of the Gaming Code, the Compact, or the IGRA.
- C. Severability.** If any provisions of these regulations are held invalid, it shall not be construed to invalidate any other provisions of these regulations.
- D. Definitions.**

When used in these regulations, the term:

1. “Applicant” means a natural person, entity, or organization, including an employee, agent, or representative of any such person, entity, or organization that has begun the process of obtaining a license issued by POIGRA under the authority of the POIGRA.
2. “Background Investigation” means an investigation into the criminal history, financial suitability, or other background matter of an Applicant for a license in order to establish suitability of the Applicant to hold a gaming license.
3. “Class I Gaming” means:
 - a. Social games played solely for prizes of minimal value; or
 - b. Traditional forms of Indian gaming when played by individuals in connection with tribal ceremonies or celebrations.
4. “Class II Gaming” means all forms of gaming as defined in 25 U.S.C. § 2703(7) and 25 C.F.R. § 502.3.
5. “Class III Gaming” means all forms of gaming as defined in 25 U.S.C. § 2703(8) and 25 C.F.R. § 502.4.
6. “Code” or “Gaming Code” means the Pueblo of Isleta Gaming Ordinance effective August 26, 2002 and including any amendments approved by the Pueblo of Isleta Tribal

Council and the National Indian Gaming Commission. The Gaming Code is the “Ordinance” or “Gaming Ordinance” required by IGRA and its implementing regulations.

7. “Compact” means the Indian Gaming Compact between the Pueblo of Isleta and the State of New Mexico, regarding which notice was published in the Federal Register by Department of the Interior on July 28, 2015 and any approved amendments or successor agreements thereto.
8. “Disciplinary Proceedings” means those procedures undertaken by the POIGRA to suspend or revoke any license issued by it, to levy a civil fine against any Licensee, or to otherwise sanction violations of gaming laws and these regulations.
9. “Game” means any game played with cards, dice, equipment or any gaming device for cash or any other thing of value, including, without limitation, any banking or percentage game or any other game or device approved by the POIGRA.
10. “Gaming” means Class II Gaming, Class III Gaming, or other game of chance involving prize, chance and consideration, except for Class I Gaming.
11. “Gaming Activity” means all forms of Class II Gaming and Class III Gaming conducted by a Gaming Operation on Tribal Lands.
12. “Gaming Device” Means:
 - a. Any so-called slot machine or any other machine or mechanical device an essential part of which is a drum or reel with insignia thereon, video screen and/or
 - b. Which when operated may deliver, as result of the application of an element of chance, any money or property, or
 - c. By the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or
 - d. Any other machine or mechanical device (including, but not limited to, roulette wheels and similar devices) designed and manufactured primarily for use in connection with gambling, and
 - e. Which when operated may deliver, as the result of the application of an element of chance, any money or property, or
 - f. By the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or

- g. Any subassembly or essential part intended to be used in connection with any such machine or mechanical device, but which is not attached to any such machine or mechanical device as a constituent part.
- 13. "Gaming Employee" means a Key Gaming Employee or a Primary Management Official.
- 14. "Gaming Enterprise" means the tribal entity created and designated by the Pueblo of Isleta as having authority to conduct gaming activity on Pueblo of Isleta lands.
- 15. "Gaming Equipment" means any equipment, device, contrivance, or supplies, other than a Gaming Device, used to conduct Class II or Class III gaming.
- 16. "Gaming Facility" means the portions of a building or location in which Gaming Activity is conducted or which are intended to be integrally related to a Gaming Activity. The POIGRA shall reasonably determine the extent of a Gaming Facility when applying the Gaming Code and these regulations; provided, however, that when IGRA, other Applicable Law, or the Compact specifically requires a different definition of Gaming Facility, that definition shall be applied to the extent necessary to comply with Applicable Law or the Compact.
- 17. "Gaming Operation" means a division, department, or unit of a Gaming Enterprise that is responsible for Gaming Activity or Gaming Revenues, including issuing the prizes and paying the expenses in connection with the conduct of Gaming Activity. For purposes of these regulations, unless the context dictates otherwise, a Gaming Operation includes any Management Contractor having a Management Contract related to the Gaming Operation. A Gaming Enterprise is a "Gaming Operation" for purposes of these regulations and the Gaming Code if the context so indicates.
- 18. "Gaming-Related Contract" means a contract or agreement providing for any goods, services, or concessions to the Pueblo, a Gaming Operation, or a Management Contractor in connection with the conduct of Gaming Activity in a Gaming Facility (but not including professional, legal, or accounting services) in an amount reasonably anticipated to be in excess of \$10,000 in a calendar year (or a greater amount established by the POIGRA by regulation and calculated to protect the integrity of Gaming Activities and the proceeds therefrom). No Gaming-Related Contract may be broken up into parts for the purpose of avoiding this definition and any corresponding requirement of licensure or certification.
- 19. "Gaming Revenues" means all revenues of a Gaming Operation earned or collected at a Gaming Facility. If a Gaming Enterprise does not segregate clearly non-gaming revenue from Gaming Revenues for accounting purposes, all such undifferentiated revenue shall be considered Gaming Revenues.
- 20. "Gaming Services" means the provision of any goods, services or concessions in connection with any gaming to the Pueblo, Gaming Enterprise, or Management

Contractor. This includes the distribution, selling, leasing, marking, or offering of a gaming device for use or play on Tribal Lands.

21. "Gaming Systems" means computer hardware and software, including networking components, used directly in the operation and monitoring of Gaming Activity or the accounting or management of Gaming Revenues, but does not include applications and data maintained by a government-regulated financial institution.
22. "Gaming-Related Vendor" means any person who is a party to a Gaming-Related Contract as defined in the Gaming Code.
23. "IGRA" means the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168, including any amendments, and where appropriate all lawful regulations promulgated thereunder.
24. "Immediate" or "without delay" means as soon as possible, delayed only by undertaking other actions that are essential to the public safety or welfare.
25. "Key Gaming Employee" has the same meaning as defined in 25 C.F.R. § 502.14, including any subsequent amendment to such definition.
26. "Licensee" means a natural person, entity, or organization, including an employee, agent or representative of any such person, entity or organization, holding a license issued by the POIGRA.
27. "Management Contract" means a contract between the Pueblo and the Management Contractor or between a Management Contractor and a subcontractor to manage all or part of a gaming Enterprise.
28. "Management Contractor" means any person who enters into a Management Contract with the Pueblo, and is also a "Gaming Operation" for purposes of these regulations unless the context dictates otherwise.
29. "MICS" means the minimum internal control standards, whether controlling or published as guidance, by the Commission.
30. "Moral Turpitude" means an act done contrary to honesty and good morals; it is an act of baseness, vileness, or depravity in the private and social duties which a person owes to a fellow person or to society in general.
31. "NIGC" means the National Indian Gaming Commission ("Commission").
32. "Non-Gaming Contract" means a contract or other agreement reasonably anticipated to be in excess of \$10,000 in a calendar year (or a greater amount established by the POIGRA by regulation calculated to protect the integrity of Gaming Activity and the revenues therefrom) to provide any goods, services, or concessions which are not

directly related to a Gaming Activity but which are for use or consumption by a Gaming Operation, at a Gaming Facility, or significantly by patrons of a Gaming Facility.

33. "Non-Gaming Services" means the provision of any goods, services or concessions, which are not connected to any gaming on Tribal Lands, to the Gaming Enterprise, or Management Contractor.
34. "Non-Gaming Employee" means any person:
 - a. who is not a Key Gaming Employee;
 - b. who is employed either by a Gaming Operation or any employer within a Gaming Facility; and
 - c. whose employment includes work in areas in which Gaming Activity is conducted or in which cash or other valuable items or information relating to Gaming Activity or Gaming Revenues are handled.
35. "Non-Gaming Vendor" means any person providing non-gaming services.
36. "Patron" means any natural person frequenting a Gaming Facility and who must be at least 18 years of age to enter and/or participate in Class II Gaming or non-gaming area, and who must be at least 21 years of age to enter and/or participate in a Class III Gaming or a Class III Gaming area.
37. "Person" means any individual, partnership, corporation, company, or other legal entity.
38. "POIGRA" means the Pueblo of Isleta Gaming Regulatory Agency.
39. "Primary Management Official" has the same meaning as defined in 25 C.F.R. § 502.19, including any subsequent amendment to such definition.
40. "Prizes of Minimal Value" means the aggregate amount of all prizes awarded or given in a single gathering or session that is allowed by the POIGRA by regulation not to exceed the greater of \$5,000 or an amount allowable for similar activities under New Mexico law. The POIGRA may authorize raffles for prizes of greater amounts.
41. "Pueblo" means the Pueblo of Isleta, a federally recognized Indian tribe, its authorized officials, agents and representatives.
42. "Tribal Council" means the Pueblo of Isleta Tribal Council, the governing body of the Pueblo.
43. "Sensitive Area" means an area in which Gaming Machines, Gaming Equipment, Gaming Systems, Gaming Revenues, and other potentially vulnerable Gaming

Activity-related assets are located, including but not limited to cage, pit, drop and count room, poker room, card and dice room, surveillance, administrative office, player's club room, shipping and receiving, and similar areas as designated by POIGRA either temporarily or permanently.

44. "State" means the State of New Mexico, its authorized officials, agents, and representatives.
45. "State Gaming Representative" means a Person designated by the New Mexico Gaming Control POIGRA, pursuant to the New Mexico Gaming Control Act, to be responsible for actions of the state under the compact. The state gaming representative shall be the single contact with the POIGRA and may be relied upon as such by the POIGRA.
46. "Tribal Lands" means land with the exterior boundaries of the Pueblo of Isleta Reservation, or land over which the Pueblo exercises governmental power and that is either: held in trust by the United States for the benefit of the Pueblo or its members, or held by the Pueblo or its members subject to restriction by the United States against alienation.
47. "Pueblo Court" means the Pueblo of Isleta Tribal Court.
48. "TICS" or "Tribal Internal Control Standards" are internal control standards of the Pueblo of Isleta.
49. "Tribal Officials" means the Pueblo of Isleta Tribal Council and Administration for the purposes of Section 8.
50. "Wager" means a sum of money or representative of value risked on an uncertain occurrence.

Section 2. Authority and Operation of the POIGRA.

- A. Scope.** This Section sets forth the organization of the POIGRA and the delegation of authority.
- B. Agency Purpose and Responsibility.** POIGRA's purpose is to regulate all aspects of Gaming Activity on Tribal Lands and ensure compliance with all applicable federal and tribal laws and regulations, and the Compact. It is POIGRA's responsibility to ensure that all gaming on Tribal Lands is conducted in a manner that protects and promotes the integrity of the Pueblo's gaming; provide safeguards for the property and assets of the Pueblo and its Gaming Enterprise; and protect the environment, public health, and safety of the general welfare of the Pueblo.
- C. POIGRA Authority.** POIGRA, on behalf of the Pueblo, shall:

1. Exercise any and all regulatory authority and duties of the Pueblo as specified in the Pueblo's Gaming Ordinance, including background investigation and licensure of all employees and other persons required to be licensed under such Ordinance.
2. Perform any and all gaming regulatory duties required by, and shall assure compliance with, the Indian Gaming Regulatory Act and regulations.
3. Act as the Tribal Gaming Agency defined by the Compact and exercise the authority, carry out the responsibilities, and perform the duties of the Tribal Gaming Agency specified in the Compact. POIGRA shall further ensure that Class III Gaming is conducted in accordance with Compact, and that the Pueblo will:
 - a. Operate all Class III gaming pursuant to the Compact, tribal law, the IGRA, and all other applicable law;
 - b. Provide for the physical safety of patrons in any Gaming Facility;
 - c. Provide for the physical safety of personnel employed by the Gaming Enterprise;
 - d. Provide for the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department;
 - e. Provide for the protection of the property of patrons and the Gaming Enterprise from illegal activity;
 - f. Participate in licensing of Primary Management Officials and Key Employees of a Class III Gaming Enterprise;
 - g. Detain persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities; and
 - h. Record and investigate any and all unusual occurrences related to Class III gaming within the gaming facility.
4. Exercise the authority, carry out the responsibilities, and perform the duties of POIGRA described in these Gaming Regulations.
5. Ensure that the Gaming Enterprise establishes internal controls that are at least as restrictive as NIGC's minimum internal controls, and shall provide regulatory oversight to ensure compliance with established tribal internal controls.
6. Propose such revisions as necessary and appropriate to these regulations. POIGRA shall provide the Gaming Enterprise notice and an opportunity to comment on any proposed amendments. All amendments to these regulations shall be approved by Tribal Council prior to becoming effective.

7. Review and approve all Standard Operating Procedures (“SOPs”) and provide regulatory oversight to ensure compliance.
8. Submit all reports required by the Compact, including annual certification to the State Gaming Representative that POIGRA has met its obligations under the Compact, IGRA, and corresponding law and policy.
9. Exercise such other authority and carry out such other responsibilities to protect the integrity of the Pueblo’s gaming.

D. POIGRA Composition.

1. Executive Director.

- a. All of the authority, responsibility, and duties delegated to POIGRA shall be exercised by the Executive Director. The Executive Director may further delegate any such authority, responsibilities, and duties to members of POIGRA staff, provided that the Executive Director shall remain responsible to ensure the assigned responsibilities and duties are effectively carried out.
- b. The Executive Director shall be appointed by Tribal Council; provided that the Executive Director may be removed by a majority vote of Tribal Council and finding that such removal is in the best interest of the effective regulation of Pueblo gaming.
- c. No member of Tribal Council shall serve as Executive Director or be employed by POIGRA during their term of service.
- d. The Pueblo shall designate the Executive Director as the agent for service of process for any official notice from the NIGC or any State Gaming Regulatory Agency.

2. Staff.

- a. The Executive Director and staff are employees of the Pueblo of Isleta and shall not be deemed employees of the Gaming Enterprise.
- b. The Executive Director shall supervise staff in accordance with Pueblo of Isleta Personnel Policies, applicable law, and policy.

E. POIGRA Operations.

1. Budget and Expenditures.

- a. The Executive Director shall annually propose a budget for POIGRA and its effective regulation of Pueblo gaming. Tribal Council shall annually approve a budget for POIGRA as may be necessary for POIGRA to regulate Pueblo gaming.
- b. The Executive Director is responsible for authorizing all expenditures from the approved budget. The Executive Director may delegate such budget authority to staff as deemed necessary or appropriate to carry out POIGRA duties and responsibilities.

2. POIGRA Employee Badges.

- a. **Possession of ID Badge Required.** At all times POIGRA employees shall possess, on their person, their ID badge while on premises or the Gaming Facility. POIGRA employees shall not be permitted on the premises or the Gaming Facility without an ID Badge.
- b. **Lost Badges.** POIGRA employees that lose their ID Badge must immediately report the loss to POIGRA and obtain a replacement badge. In the event the POIGRA offices are closed, it is adequate for Security to issue a Visitor's Badge for the duration of the work shift until such time the POIGRA office is open. Failure to report a lost a badge will result in a violation subject to disciplinary action. The POIGRA employee is responsible for payment of all fees associated with the reissuance of ID Badge.
- c. **Termination of Employment.** Upon termination of employment, a POIGRA employee shall be required to return the ID Badge to POIGRA prior to the issuance of a final paycheck. POIGRA shall process the return of the ID Badge consist with its internal procedures.

F. POIGRA Investigation Procedures.

1. Authority to Investigate, Inspect, and Audit.

- a. **Power to Investigate.** POIGRA may investigate any aspect of Gaming Activity within its jurisdiction in order to protect the public interest and integrity of Pueblo gaming. Such investigation may be necessary to prevent improper or unlawful conduct in any Gaming Activity or Facility. This power shall include the authority to review and audit any document, record, or aspect of gaming or activity at the Gaming Facility.
- b. **Authority to Investigate Property.** POIGRA reserves the right, for reasonable cause, to inspect all Pueblo-owned or employee-owned personal property on or in the Gaming Facility for violations of gaming laws and these regulations. POIGRA may inspect the Gaming Facility or premises.

- c. Unrestricted Access. POIGRA shall have unrestricted access to the Gaming Facility during all hours of Gaming Activity for the purpose of ensuring compliance with applicable law and policy. Access shall be further defined by internal protocol developed by POIGRA.
 - i. POIGRA shall have unrestricted access to all documentation produced or utilized by the Gaming Enterprise. This shall include personnel records, payroll records, audit and accounting records, security records, surveillance records, or any records produced by the Gaming Operation.
 - ii. POIGRA shall provide a written request with a twenty-four (24) hour response time. Should additional time be required to comply with the request, the Gaming Enterprise shall provide such request in writing. POIGRA may authorize an extension of time for submission of the requested document(s) in writing.
 - d. Refusal to Submit to Inspection. Any employee or vendor who refuses to submit to an inspection may be removed from the Gaming Facility and/or premises and may be required to immediately surrender their Gaming License. Any patron or other visitor to the Gaming Facility and premises who refuses to submit to an inspection may be removed from the premises and subject to exclusion.
2. Discovery or Reporting of Violation. Upon discovery of a violation, suspected violation, or unusual circumstances suggesting a violation of the Gaming Code, these regulations, or other applicable law, POIGRA shall immediately determine whether investigation is necessary.
- a. Violations Discovered by Licensees. Licensees shall have the responsibility to report any discovery or allegation of violation directly to the Licensee's immediate supervisor, to the appropriate chain or command, or to POIGRA for appropriate investigation.
 - b. Written Report and Corrective Actions Taken. Upon notification by a Licensee, the immediate supervisor or appropriate chain of command shall report to POIGRA the specific type of violation and actions taken, or to be taken to correct the violation.
 - c. No Retaliation Allowed. The Gaming Enterprise shall not take any adverse or retaliatory action, such as discharge, demotion, coercion, or threat against any Licensee who:
 - i. Reports such violation, suspected violation, or conduct to their supervisor or POIGRA; or
 - ii. Cooperates with investigation by POIGRA.

3. **Investigation Warranted.** An investigation by POIGRA shall be necessary if the alleged violation could discredit the Pueblo or Gaming Activity on Tribal Lands. To ensure a proper and thorough inquiry, POIGRA shall conduct the investigation in any manner it deems necessary and appropriate.
4. **Notice of Investigation.** POIGRA has the discretion to issue a Notice of Investigation to relevant entities and individuals specifying the matter to be investigated; the manner the investigation will proceed; and any time(s) and place(s) for evidence pertaining to the investigation. However, such notice shall not be required for investigations POIGRA deems restricted and/or confidential.
5. **Confidentiality of Investigation.**
 - a. When conducting an investigation, POIGRA shall keep confidential the identify of each person or entity interviewed during the course of investigation.
 - b. Individuals interviewed during the course of an investigation shall be required to maintain confidentiality of the subject matter discussed and shall not breach such confidentiality to any third party unless otherwise required by law. Retaliation in any form toward the interviewed individual(s) whom maintain confidentiality will constitute grounds for disciplinary action by POIGRA against the perpetrator.
6. **Release of Investigative Information.** During the course of the investigation, POIGRA shall not release information to any third party in an untimely or inappropriate manner unless otherwise required by law. However, information and evidence may be released to the following entities upon approval by POIGRA:
 - a. National Indian Gaming Commission;
 - b. Federal Bureau of Investigation; or
 - c. An authorized representative of a federal, tribal, state, or local law enforcement agency or court when the information sought relates to a civil, criminal, or regulatory investigation or prosecution.
7. **Limitations on Investigations.** In certain instances, the investigation may exceed the regulatory authority of POIGRA. If such investigation is determined by POIGRA to exceed its regulatory authority, it shall notify the appropriate law enforcement authority and take all necessary actions to preserve information and evidence obtained during the investigation. POIGRA shall further ensure that it receives a written receipt prior to the release of evidence to the appropriate law enforcement authority.

- G. Limitations on POIGRA Authority.** Unless expressly authorized by Tribal Council, POIGRA may not:
1. Enter agreements of any kind for the Pueblo;
 2. Pledge the credit of the Pueblo;
 3. Dispose of or encumber real or personal property of the Pueblo;
 4. Waive any right of, or release any obligation owed to the Pueblo;
 5. Waive any other rights, privileges, or immunities of the Pueblo; or
 6. Approve unbudgeted expenditures.
- H. POIGRA Reporting Requirements to Tribal Council.** POIGRA must submit to the Governor and Tribal Council report outlining POIGRA activities and recommendations no less frequently than quarterly, or as otherwise directed by the Governor and Tribal Council.
- I. Confidentiality and Disclosure of Information Maintained by POIGRA.** POIGRA and its employees who have access to or handle confidential information shall not disclose any information maintained by POIGRA to any unauthorized third party. Confidential information may be released for the following reasons upon approval by the Executive Director:
1. To an investigative agency charged with conducting background investigations on applications;
 2. The National Indian Gaming Commission;
 3. The Federal Bureau of Investigation; or
 4. To an authorized representative of a federal, tribal, state or local government or regulatory agency, if the information sought relates to a civil, criminal, or regulatory investigation or prosecution; provided that the entity has entered into a written agreement with POIGRA for the use of such information, submits a release of information signed by the individual in question, or is properly authorized by law to receive such information.
- J. Waiver.** POIGRA may waive requirements of the POIGRA Regulations in certain limited and unique circumstances. Waivers of POIGRA Regulations must be limited and not routinely granted.
1. **Process Required.** All requests for a waiver from the Regulations must be made in writing to POIGRA and specify the justification. POIGRA will review the written

request and determine whether in its discretion a waiver is appropriate. All regulatory requirements shall remain in effect until and unless POIGRA authorizes such a waiver.

2. Notice to POIGRA of Tribal Council action. In the event that Tribal Council authorizes a waiver of a particular requirement of tribal law or regulation at the request of the Gaming Enterprise, it is the responsibility of the Gaming Enterprise to provide complete documentation of such action to POIGRA. Variances from TICS must be limited and not routinely granted.
3. Disciplinary Action. Failure by the Gaming Enterprise to provide written authorization from POIGRA prior to taking action or supporting documentation for waiver granted by Tribal Council shall constitute grounds for disciplinary action by POIGRA.

K. Sovereign Immunity. POIGRA shall possess sovereign immunity from suit, except as otherwise may be specifically approved by Tribal Council.

Section 3. Enforcement.

A. Scope. This Section sets forth the regulations for licensing actions.

B. Grounds for Licensing Actions.

1. In addition to assessing a civil fine as set forth in Section 4, the POIGRA may, in accordance with the procedures set forth in this Section 3, suspend, or revoke any license issued by it to a Person if the POIGRA determines that the Person is no longer suitable to hold a License under the Gaming Code and these regulations because:
 - a. the Licensee, the Licensee's employees or agents, or persons associated with the Licensee have violated any provision of the Gaming Code, these regulations, other applicable law, or substantive gaming policies or procedures of a Gaming Operation;
 - b. that violations of laws other than Gaming Code or these regulations by the Licensee, the Licensee's employees or agents, or persons associated with the Licensee, make the Licensee no longer suitable for licensing by the POIGRA; or
 - c. the Licensee otherwise does not meet the suitability requirements for a License.
2. Acceptance of a gaming license or renewal thereof by the Licensee constitutes an agreement on the part of the Licensee to be bound by all applicable law, including the regulations of the POIGRA, including specifically any regulations that may hereafter be amended or promulgated. It is the responsibility of the Licensee to keep informed of the content of all applicable law, and ignorance thereof will not excuse violations.

C. Initiation of a Licensing Action.

1. POIGRA may initiate a licensing action under the Gaming Code and these regulations where there are reasonable grounds to believe a Licensee or its agents meet the grounds for such proceedings. The POIGRA is required and committed to providing the opportunity for a hearing before a proposed suspension or revocation goes into effect. That procedure is described in Section 7. However, where POIGRA determines that a summary suspension is warranted pending the opportunity for a hearing, it may follow the procedures in Section 3(J), which provides the opportunity to accelerate the notice and hearing processes in recognition of the fact that the license has been temporarily suspended and that the Licensee cannot engage in any activity requiring a license in good standing.
2. POIGRA shall initiate a licensing action by sending to the Licensee a notice of violation by hand delivery, or by certified or overnight mail (with signature required) at the last known mailing address of the Licensee. A notice may be sent by electronic mail or other electronic means if the Licensee expressly acknowledges receipt in writing.
3. The notice of violation shall state the grounds for the proposed disciplinary action and state that the proposed disciplinary action, if a suspension or revocation, will be effective only after a hearing before the POIGRA or upon waiver of a hearing by the Licensee; provided, however, that summary suspensions take effect immediately as provided in the Gaming Code and these regulations.
4. If a proposed revocation or suspension is based in whole or part on records for which federal regulations or other applicable law allow the Licensee an opportunity to review and then attempt to correct or supplement those records, the Licensee must be again advised of that opportunity, generally in the notice of violation.

D. Informal Consultation.

1. The Hearing Officer or POIGRA may consult with the Licensee and any other affected parties in an effort to resolve an enforcement matter satisfactorily without a hearing. The informal consultation does not prevent the Hearing Officer from conducting a hearing.

E. Notice of Infraction. POIGRA may issue a Notice of Infraction for any violation that is deemed by POIGRA to be of a less serious nature and is subject to appropriate and timely corrective action.

1. **Corrective Action Required.** Each Notice of Infraction must include the corrective action or detail a Corrective Action Plan to be taken by the licensee and include any preventive measures to be implemented to prevent recurrence. The Notice of Infraction shall specify a timeline when corrective action responses are expected to be completed. A copy of the Notice of Infraction shall be provided to the Gaming Enterprise.

2. Follow Up on Corrective Action. POIGRA shall follow up on the proposed corrective action to ensure completion in a timely manner.
3. Resolution of Notice of Infraction. Timely corrective action may be all that is necessary, in the discretion of POIGRA, to address the violation and no further disciplinary action may be required. However, POIGRA reserves the right to take additional disciplinary action as necessary. POIGRA shall document Notice of Infractions and resolutions in licensees' files.

F. Assurance of Voluntary Compliance.

1. POIGRA may accept an assurance of voluntary compliance regarding any act or practice alleged to violate the Gaming Code, these regulations, or other applicable law from a Person who has engaged in, is engaging in, or is about to engage in such acts or practices. The assurance must be in writing and may include a stipulation for the voluntary payment of the costs of the investigation and an amount necessary to restore to a Person money or property which may have been acquired by the alleged violator because of the acts or practices. An assurance of voluntary compliance may contain language that provides that the assurance will not be considered an admission of a violation for any purpose; however, proof of failure to comply with the assurance of voluntary compliance may be prima facie evidence of a violation of the Gaming Code, these regulations, or other applicable law. The POIGRA may approve or review an assurance of voluntary compliance.

G. Settlement.

1. A Licensee and POIGRA may agree to settle an enforcement action, including the amount of any associated civil fine. In the event a settlement is reached, a settlement agreement shall be prepared and executed by POIGRA and the respondent. If a settlement agreement is executed, the Licensee shall be deemed to have waived all rights to further review by the POIGRA or the Pueblo Court, except as otherwise provided expressly in the settlement agreement.

H. Criminal Convictions as Grounds for Revocation or Suspension.

1. The POIGRA may revoke or suspend the gaming license of any Person who is convicted of a crime, even though the convicted person's post-conviction rights and remedies have not been exhausted, if the crime or conviction involves a felony or gambling, discredits or tends to discredit the Pueblo or the gaming industry, or threatens the integrity of gaming or Gaming Revenues.

I. Facts of Criminal Charge.

1. The charge in any jurisdiction of a Licensee with a felony or with a misdemeanor involving Moral Turpitude may be grounds for disciplinary action. POIGRA may take action under this Section based on the facts of the criminal charge even though the

Licensee may ultimately be, or has been, acquitted on the criminal charge or even if the charge is dropped or dismissed.

J. Licensing Action by POIGRA.

1. After appropriate investigation in connection with any licensing action, POIGRA may find that the grounds alleged for the disciplinary action do not warrant discipline, in which event the licensing action shall be terminated. POIGRA may conclude, however, that a preponderance of the evidence supports licensing action, in which event POIGRA may:
 - a. propose revocation of the license,
 - b. propose suspension of the license for a particular period of time,
 - c. impose or propose a civil fine as provided Section 4,
 - d. issue a public or private letter of reprimand to be placed in the file of the Licensee,
 - e. accept an assurance of voluntary compliance, or
 - f. take any combination of these actions.
2. Proposed actions under (a) and (b), and proposed civil fines exceeding \$5,000 in aggregate under (c), are not effective until confirmed by the Hearing Officer or the Licensee has waived the opportunity for a hearing before the POIGRA.

K. Summary Suspension.

1. Where POIGRA has reasonable grounds to believe and finds that any Person licensed under the Gaming Code and these regulations has violated any provision of the Gaming Code, these regulations, or other applicable law deliberately, willfully, or with material recklessness, or that the Licensee has been charged with a felony in any state or other jurisdiction, or that due to other actions by the Licensee, the public health, safety, or welfare requires emergency action, and where the POIGRA incorporates such findings in its notice of violation, POIGRA may summarily suspend the Licensee's license pending the licensing action. Any such licensing action shall be promptly instituted and determined as provided herein.
2. The summary suspension of a license without notice pending a hearing shall be for a period not to exceed 45 calendar days, unless the hearing is continued at the request of, or with the consent of, the Licensee.
3. POIGRA must deliver a notice of summary suspension by hand delivery or by certified mail or overnight delivery to the Licensee who has been suspended. The notice must

state the effective date of the summary suspension and the fundamental grounds for the summary suspension. The summary suspension may run through the hearing and decision process on a revocation, suspension, or other proceeding; until the Licensee complies with a lawful order or request of POIGRA; or for a time set in the notice.

4. Within seven calendar days after receipt by the Licensee of the notice of summary suspension, POIGRA must serve upon the summarily suspended Licensee a formal notice initiating a licensing action, unless the summary suspension is contingent on compliance with a lawful order or request of POIGRA and the Licensee has already complied, resolving the enforcement action. The notice initiating a licensing action shall include an opportunity to request a hearing.
5. Unless the Licensee waives a hearing or a summary suspension expires of its own accord or otherwise ends before a hearing, the Hearing Officer shall hear the matter on an expedited basis as described herein.

L. Conditions Imposed by POIGRA for Re-issuance of License.

1. POIGRA may require a Person who formerly held a license to meet certain conditions before reissuing a license to that Person, including but not limited to the following:
 - a. Restitution of money;
 - b. Restitution of property; and
 - c. Making periodic reports to POIGRA, including submission of documents required by POIGRA.

M. Order of Temporary Closure.

1. Simultaneously with or subsequent to issuance of a notice of violation under Section 3(C) of these regulations, the POIGRA may issue an order of temporary closure of all or part of a Gaming Facility or Gaming Operation, if one or more of the following substantial violations are present:
 - a. A Gaming Facility or Gaming Operation operates for business without a license from the POIGRA;
 - b. A Management Contractor operates for business without a Management Contract approved by the NIGC;
 - c. The Gaming Enterprise continues to operate Class II gaming or Class III Gaming in violation of the Gaming Code, the Compact, or these regulations after proper notice of an order by the POIGRA demanding compliance; or

- d. A Gaming Facility is constructed, maintained, or operated in a manner that imminently threatens the environment or the public health and safety.
2. Upon service of an order of temporary closure, the Gaming Enterprise or Gaming Operation shall close the Gaming Facility, or the relevant functional or physical portion thereof, unless the order provides otherwise.
3. Within seven calendar days after service of an order of temporary closure, the respondent may request, in writing, informal expedited review by POIGRA.
4. The POIGRA shall complete the expedited review within three business days after receipt of a timely request.
5. The POIGRA shall, within two business days after the request for expedited review:
 - a. Decide whether to continue an order of temporary closure; and
 - b. Provide the respondent with an explanation of the basis for the decision.
6. Whether or not the respondent seeks informal expedited review hereunder, the respondent may request a hearing before the Hearing Officer within seven calendar days after POIGRA serves the order of temporary closure. Otherwise, the order shall remain in effect unless rescinded or modified by POIGRA because the basis for the closure has been or is being resolved in a manner that has eliminated or reduced the need for a closure.

N. Self-Exclusion.

1. Each Gaming Operation shall post at all public entrances and exits of each Gaming Facility, signs in both English and Spanish, stating that help is available if a person has a problem with gambling and, at a minimum, provide an appropriate toll-free crisis hotline telephone number and information on the availability of a statewide self-exclusion program through the State Gaming Representative;
2. The Gaming Enterprise shall train appropriate gaming personnel for the identification of self-excluded persons who enter or attempt to enter the Gaming Facility and take reasonable steps to identify the self-excluded person and to promptly escort the self-excluded person from the Gaming Facility;
3. The Gaming Enterprise and each Gaming Operation shall remove self-excluded persons from mailing lists for advertisements or promotions and any players' club or other similar membership-type promotions, and return the cashable value, if any, of the self-excluded person's membership in the players' club or other similar membership-type promotions;

4. The Gaming Enterprise and each Gaming Operation shall require that the self-excluded person forfeit all winnings (whether cash, property, or in any other form), credits, tokens or vouchers received from the Gaming Facility while excluded, and that all money or other property forfeited shall be used by the Gaming Enterprise to fund or support programs for the treatment and assistance of compulsive gamblers pursuant to Section 4(B)(16) of the Compact (this amount is in addition to the percentage of Adjusted Net Win already required under Section 4(B)(16) of the Compact); and
5. The Gaming Enterprise and each Gaming Operation shall require that, for jackpots requiring the patron to complete, prior to the pay-out of the jackpot, paperwork required by the Internal Revenue Service, the Gaming Enterprise shall verify that the patron is not on the self-exclusion list and such certification shall be recorded in the appropriate documentation. In the event the patron is listed on the self-exclusion list, the Gaming Enterprise shall comply with Section 4(F)(2)(b)(iii) of the Compact regarding forfeiture of all winnings.
6. If a self-excluded person is removed from a Gaming Facility, the Gaming Operation shall report to POIGRA, at a minimum, the name of the self-excluded person, security staff involved, date of removal, amount of money forfeited, if any, and any other action taken. POIGRA shall provide a written report to the State Gaming Representative.
7. The Gaming Enterprise, each Gaming Operation, the POIGRA, and POIGRA shall take all reasonable steps that the self-exclusion list remains confidential except for its use by (1) appropriate law enforcement agencies, if needed in the conduct of an official investigation or ordered by a court of competent jurisdiction; and (2) persons designated by either the Commission or the State Gaming Representative for the purposes of administering and implementing the self-exclusion program.

Section 4. Fines.

- A. **Scope.** This Section addresses the assessment of civil fines.
- B. **Review of Notice of Violation.** POIGRA shall review each violation to determine whether a civil fine will be assessed, the amount of the fine, and, in the case of continuing violations, whether each daily illegal act or omission will be deemed a separate violation for purposes of the total civil fine assessed. In the course of review, POIGRA may first determine that a Corrective Action Plan is a sufficient remedy and no further assessment is required.
- C. **Civil Fine; Amount; Determination.**
 1. The POIGRA may assess a civil fine, not to exceed \$5,000.00 per violation, against a Gaming Enterprise, Key Gaming Employee, Non-Gaming Employee, or any other Person for each notice of violation issued by the POIGRA. The POIGRA may consider all relevant factors, including but not limited to the severity of the violation, the Person's compliance history, and any mitigating circumstances. If noncompliance

continues for more than one day, POIGRA may treat each daily illegal act or omission as a separate violation.

D. Procedures for Assessment of Civil Fines.

1. Civil Fines of over \$250 in the Aggregate.

- a. POIGRA may assess a civil fine at the time it issues a notice of violation, within seven calendar days after service of a notice of violation, or a longer period if there is good cause.
- b. If not included in the notice of violation, the POIGRA shall serve a copy of the proposed assessment on the respondent.
- c. The respondent has seven calendar days from receipt of the notice of violation, if the civil fine is assessed therein, or of the proposed assessment to request a hearing in writing.
- d. POIGRA may review and reassess any civil fine if necessary to consider facts that were not available when the proposed assessment was issued. If the assessment is increased, the respondent again has seven calendar days from receipt of the revised assessment to request in writing a hearing on the proposed fine.

2. Civil Fines of under \$250 in the Aggregate.

- a. POIGRA is authorized to issue civil fines per occurrence, if a Person violates, or fails to fulfill an obligation under, the Gaming Code, these regulations, a written agreement, IGRA, NIGC regulations, or the Compact. Most often, such fines are assessed for failure to provide required documentation to POIGRA, generally after a Licensee has signed an agreement consenting to such fines if the documentation is not provided by a certain date.
- b. Such fines may be assessed through a notice of violation, or may be fixed in a written agreement with the Person, for example, an agreement to provide documentation by a certain date, after which the civil fine will begin being assessed.
- c. If a Person assessed a fine totaling less than \$250 has not waived the right to a hearing, the Person may request in writing a telephonic hearing before POIGRA under Section 7(F). The request must be received by the Pueblo Court no later than seven calendar days after the day the fine is assessed, or the last day on which a fine is charged if it is a daily fine.

3. Reduction or Waiver of Civil Fine.

- a. Upon written request of a respondent received at any time, before the filing of an appeal pursuant to Section 7 of these regulations, POIGRA may reduce or waive a civil fine if POIGRA determines that, taking into account exceptional factors present in a particular case, the fine is demonstrably unjust.
 - b. All requests for reduction or waiver of fine shall contain:
 - i. A detailed description of the violation that is the subject of the fine;
 - ii. A detailed recitation of the facts that support a finding that the fine is demonstrably unjust, accompanied by relevant documentation, if any; and
 - iii. A declaration, signed and dated by the respondent, as follows: “Under penalty of perjury, I declare that, to the best of my knowledge and belief, the representations made in this request are true and correct.”
 - c. POIGRA shall serve the respondent with a written notice of determination, including a statement of the grounds for the POIGRA’s decision.
4. Final Assessment. If the respondent fails to request a hearing as provided in Section 7, the proposed civil fine assessment shall become a final decision of the POIGRA. Civil fines assessed under these regulations shall be paid by the Person assessed and shall not be treated as an operating expense of the Gaming Enterprise, Gaming Operation, or Gaming Facility, unless that entity is the party assessed with the civil fine. POIGRA, through the Legal Department, may pursue legal action if the respondent fails to pay the civil fine(s) assessed.

Section 5. Fees.

- A. **Scope.** This Section sets forth the regulations for the imposition of fees.
- B. **Application and Investigative Fees.** The License Applicant (or the Gaming Operation, by agreement between the POIGRA and the Gaming Operation) shall pay the fees and cost assessed by POIGRA in conjunction with the application for license and Background Investigation of the Applicant in the manner prescribed by these regulations.
- C. **Schedule of Fees.** Each application for a License must be accompanied by a non-refundable application fee and background investigative fee in the amount specified on the schedule of fees, which shall be prepared and posted by POIGRA at least 60 calendar days before implementation. The Executive Director may prorate fees under appropriate circumstances and may later collect additional fees, up to the full cost of the relevant license, should the reason for proration later change.

- D. **Supplemental Fees.** If the fees and costs incurred by POIGRA in processing an application, including the Background Investigation, exceed the amount on the schedule of fees, POIGRA may require an Applicant to pay supplemental fees and costs. An Applicant may request a hearing within seven calendar days of receipt of the supplemental fee assessment to dispute the amount of the assessment.
- E. **Final Action.** Unless POIGRA is responsible for a material delay, POIGRA shall not take final action to approve any application unless all application and background investigative fees and costs have been paid in full. POIGRA may deny the application if all application and background investigative fees and costs are not paid within a reasonable period.
- F. **Accounting of Fees.** Upon written request and after the background investigation is complete, the POIGRA shall provide to the Applicant an itemized accounting of the background investigative fees and the costs incurred.

Section 6. Issuance of Regulations.

- A. **Scope.** This Section establishes procedures for the issuance of regulations by the POIGRA.
- B. **Publication.** Where publication is required by this or any other section of the POIGRA's regulations, unless otherwise required, the publication requirement shall be satisfied by posting the relevant notice on the POIGRA website, at each Gaming Facility, or at the POIGRA office. Written notice shall also be provided to each Gaming Operation.
- C. **Draft Regulation, Comment Period.**
 - 1. At least 30 calendar days before adopting or amending any regulation, the POIGRA shall publish notice of its proposed action on its website and notify by mail or electronic mail any interested Person who has filed an annual written request for notices of proposed action by the POIGRA. The notice shall:
 - a. describe the substance of the proposed action;
 - b. state the manner in which the comments of any interested party pertaining to the proposed action may be submitted to the POIGRA; and
 - c. afford the interested party a reasonable time period of not less than 30 calendar days within which to comment on the proposed action.
- D. **Adoption of Final Regulations.** After considering all the written comments regarding the proposed action, POIGRA may adopt final regulations at any time after the close of the comment period. POIGRA, in its discretion, may revise the proposed regulation in light of comments received from an interested party or for other reasons deemed appropriated by POIGRA. In addition to any other publication and notice requirements of Pueblo and federal law, POIGRA shall publish the final regulation on its website and transmit a copy

of the final regulation to the interested persons that submitted comments on the proposed regulation.

- E. Effective Date.** Unless otherwise specified, the final regulation shall take effect on the business day after the notice adopting the final regulation is published by the POIGRA.
- F. Emergency Regulations.** Upon making written findings, POIGRA may issue emergency regulations to take effect immediately in order to deal with an emergency situation, to comply with applicable law, or to avoid serious jeopardy to the public safety or integrity of gaming or Gaming Revenues. However, POIGRA shall publish notice and request comments from interested parties pertaining to the emergency regulations in the same manner as provided in Sections 6(C) and 6(D), and upon consideration of any comments received, shall make any amendments to the emergency regulations as POIGRA deems appropriate.
- G. Filing of Regulations.** All final regulations adopted by POIGRA shall be posted on the public Pueblo of Isleta website. The current regulations shall be available for review at the POIGRA office.
- H. Public Meetings.** Nothing in these regulations shall prohibit the POIGRA from holding a public meeting to receive oral comments pertaining to any proposed action.

Section 7. Hearings.

- A. Scope.** This Section establishes procedures for hearings before the Hearing Officer. The Hearing Officer conducts hearings as set forth below.
 - 1. Regulatory hearings involve an enforcement action by POIGRA against a Licensee or other Person within its jurisdiction, such as a hearing on a proposed License suspension by POIGRA or denial of a License application. The specific processes for regulatory hearings are set out in Section 7(E). For civil fines of less than \$250 or at the request of or with the consent of the respondent, a telephonic hearing under Section 7(F) will be held.
 - 2. Public meetings involve POIGRA matters that are of general public interest, such as promulgation of regulations.
 - 3. Regulatory hearings are “contested matters” for purposes of these regulations. Public meetings are not “contested matters.” The procedures for each are set out below. The POIGRA may, with notice to interested parties, specify the procedures to be used for a particular matter and modify the procedures to accommodate unusual or unanticipated circumstances.
- B. Hearings.** Whenever any provision in the Gaming Code, these regulations, or Compact provides for a hearing on any action or proposed action of POIGRA and a hearing is requested or required in accordance with that provision, the Hearing Officer shall schedule

a hearing within the time allowed or, if no time is set, a reasonable time. Once a hearing is requested or scheduled, the Hearing Officer shall give written notice to all interested parties of the time and place of the hearing and of the particular matter to be heard. Except in extraordinary situations or as provided by applicable law, no hearing shall be held less than fourteen calendar days after the written notice is given.

C. Delegation to Hear Matter. The Hearing Officer has delegated authority from Tribal Council to hear a specific or regulatory matter. The Hearing Officer may delegate authority to the Executive Director to appear at a public meeting.

D. Hearing Procedures Generally—Contested Matters.

1. Contested matter hearings under Section 7(D) shall be conducted in a semi-formal manner. The process is intended to be flexible to allow the Hearing Officer the proceedings, including pre- and post-hearing activities, to provide a fair and efficient forum.
2. Unless otherwise ordered by the Hearing Officer, contested matter hearings are not open to the general public. Generally only parties, their counsel, POIGRA staff (including but not limited to the Executive Director and investigators), POIGRA counsel, and experts will be present throughout the proceeding. Unless otherwise allowed by the Hearing Officer, witnesses called by any party or the POIGRA will be present only when testifying.
3. The Hearing Officer shall not apply strict evidentiary standards but shall use its discretion to assure that the evidence submitted is relevant, material, and reasonably trustworthy.
4. All testimony shall be given under oath, and no person shall be allowed to provide testimony without being subject to cross-examination by any adverse party and the POIGRA or Hearing Officer.
5. A party, including POIGRA, may be represented by counsel. Counsel must enter an appearance for the record. Written requests to withdraw as counsel may be granted by the Hearing Officer. The POIGRA and the adverse party may retain counsel or other experts as it may deem necessary to conduct or evaluate any proceeding.
6. Motion practice is generally unnecessary. Scheduling changes are generally handled through a request to the Hearing Officer, and no motion is required unless required by the Hearing Officer. Scheduling and other motions are to be filed with the Hearing Officer and on the other party. A response to any motion shall be filed within fourteen calendar days of receipt of the motion by the Hearing Officer or any other party unless a different time is allowed by the Hearing Officer.

7. In all hearings and in disclosures of information in relation to contested matters, the Hearing Officer shall maintain the confidentiality of information as required by Pueblo law, IGRA, NIGC regulations other applicable law, and the Compact.

E. Regulatory Hearings.

1. Regulatory proceedings involve issues in which POIGRA has taken or proposes to take a regulatory action under the Gaming Code, regulations, or policies. While most often license actions by POIGRA alleging that a person has violated these regulations, the Gaming Code, or other applicable standards, a regulatory hearing may address other issues, such as a Gaming Enterprise challenge to TICS promulgated by the Executive Director.
2. POIGRA will ensure that an independent investigation of any matter arising under this Section has been or is conducted. POIGRA is the investigative and administrative arm of the Pueblo, and will generally conduct the investigation and present evidence at the hearing unless POIGRA concludes that it cannot conduct an impartial and independent investigation.
3. POIGRA shall provide the adverse party regarding their right to appeal either with the notice of violation issued under Section 3(C) or within fourteen days thereafter. The Licensee, Applicant, or other party has the right to appeal the decision within fourteen days. The right to appeal only applies to license decisions and does not apply to temporary permits. Failure to file their appeal with the Pueblo Court by the deadline established shall be deemed a waiver of a hearing.
4. If a license action is based in whole or part on records for which federal regulations or other applicable law requires an opportunity for the Applicant or Licensee to review and then attempt to correct or supplement those records before a License denial, suspension, or revocation decision becomes final, POIGRA shall again advise the Applicant or Licensee of that right no later than when the notice is provided to the Applicant or Licensee.
5. Failure by an Applicant or Licensee to arrange for and review the records within the deadline to appeal the adverse decision shall be deemed a waiver of the right to review the records. The Applicant or Licensee may dispute the accuracy of records by filing their appeal with the Pueblo Court within fourteen days.
6. A decision by an Applicant or Licensee not to pursue the federal or other process for correction or supplementation of relevant records does not preclude the person's ability to argue to the POIGRA that those records are incorrect or incomplete during a hearing.
7. Regardless of the option chosen by the Applicant or Licensee, the proposed license action (e.g., denial, suspension, or revocation) shall be and remain in effect until reversed by the Hearing Officer.

8. The Hearing Officer shall set a hearing date if timely requested.
9. The Hearing Officer may establish a pre-hearing schedule based on its assessment of the complexity of the issues involved, the evidence to be presented, the requirements of fairness and due process, and any other factors known to the Hearing Officer.
10. For example, the pre-hearing schedule may include, at the discretion of the Hearing Officer and as appropriate:
 - a. the date by which subpoenas must be requested by the Licensee or Applicant;
 - b. the date(s) by which specified records, demonstrative evidence, and similar evidence anticipated to be introduced or used at the hearing must be provided by or to POIGRA, or by which access to confidential information must be provided if it is not ordered to be produced;
 - c. the date(s) by which a list of witnesses anticipated to be used at the hearing must be provided; and
 - d. a schedule for any pre-hearing briefing.
11. Note that the majority of hearings conducted by the Hearing Officer are not complex and do not mandate a pre-hearing schedule. In these instances, the Hearing Officer will attempt to work cooperatively to ensure that any questions the Licensee, Applicant, or other party may have are answered and establish a date by which any subpoena requests by the Licensee, Applicant, or other party must be submitted.
12. In the rare instances in which a hearing is anticipated to be unusually complex, and particularly if the Licensee, Applicant, or other party is represented by counsel, the Hearing Officer may require that the Licensee, Applicant, or other party and POIGRA submit to the Hearing Officer and each other party a Preliminary Pre-Hearing Statement addressing matters requested. The statement will generally be required to include:
 - a. If the hearing will address a summary suspension, the alleged violator must expressly state whether he wishes to proceed on an expedited schedule that will result in a hearing within 30 calendar days of the notice of violation. Such a schedule places greater demands on the alleged violator and on POIGRA, and may limit the availability of pre-hearing briefing, available witnesses, and other evidence.
 - b. The names or descriptions of any witnesses the Person plans on calling at the hearing, including those who must be subpoenaed. If a Person does not know the name of a witness, the party must provide as much information as possible. The Hearing Officer may provide reasonable assistance to a party to identify unknown witnesses.

- c. A list of any documents or other evidence the party is requesting from POIGRA or needs to subpoena from a non-party, including the Gaming Operation.
 - d. Any other issues, concerns, or matters that the party wishes the Hearing Officer to consider in setting a pre-hearing schedule and in conducting the hearing. For example, a party might wish to suggest pre-hearing briefing on a particular topic.
13. After the Preliminary Pre-Hearing Statements are received in a complex matter, the Hearing Officer will issue a schedule setting forth the schedule up to and including the hearing. If the alleged violator has consented or the POIGRA or the Hearing Officer believes more time is necessary to accommodate the pre-hearing events, it may reschedule any scheduled hearing to a later date. Parties are expected to provide relevant copies of documents and other evidence to another party upon reasonable request, but the Hearing Officer's subpoena power remains available if appropriate. The schedule generally will establish the final date subpoena requests will be accepted and the date on which a final witness list and copies of all exhibits to be used at the hearing must be provided by Hearing Officer and the alleged violator. Both the alleged violator and POIGRA will generally be expected to show cause why a witness not included on the party's Preliminary Pre-Hearing Statement was not included and nevertheless should be allowed to testify. It will also list any POIGRA representative(s) scheduled to be at the hearing. The schedule generally will also set the order of presentation at the hearing, although POIGRA generally will proceed first.
14. Unless the Hearing Officer orders otherwise, the Executive Director shall allow all parties to review in the POIGRA office non-confidential portions of any investigation report prepared by POIGRA regarding the matter to be heard and other non-confidential materials that POIGRA intends to present at the hearing. Copies of such materials may be provided to the parties at the discretion of the Executive Director or by order of the POIGRA upon motion. The Hearing Officer, either on its, his, or her own or on the request of a party, may require that each party and other persons needing to review confidential or proprietary materials sign a non-disclosure agreement before reviewing or receiving those materials.
15. At the hearing, the standard of proof is preponderance of the evidence. Hearings will generally follow the provisions of Section 8(D) above. A hearing may be continued by the Hearing Officer, at its discretion, and resumed on a later date if deemed necessary to provide a fair hearing.
16. After a hearing, if any, the Hearing Officer may allow or order appropriate post-hearing proceedings, including the submission of additional testimony, evidence, or briefing to be offered before rendering a decision on the merits.

17. In summary suspension cases, the Hearing Officer may lift the summary suspension after all evidence has been presented at the hearing.

18. After the Hearing Officer takes final action, any party may appeal to the Pueblo Court under Section 7(I). In regulatory proceedings, POIGRA is a party in the appeal. The Pueblo Court sits as an appellate body to review the regulatory decision of the Hearing Officer on the record created, but the POIGRA also appears in the appeal as the appellee.

F. Telephonic Hearings. For civil fines of less than \$250 or at the request of, or with the consent of, the respondent in a regulatory hearing or both parties in an adjudicative hearing, a hearing will be held by teleconference or similar electronic means.

1. The Hearing Officer will ensure that documents deemed relevant and not confidential are available to all parties before the hearing.
2. The teleconference will be informal, with the Hearing Officer determining the order and manner of the presentation.
3. A decision may be rendered orally by the Hearing Officer during the hearing but regardless a written decision shall be rendered by the Hearing Officer as provided in Section 7(H).

G. Subpoenas. When allowed under the Gaming Code or these regulations, any party to a contested matter may request that the Hearing Officer subpoena witnesses within the Hearing Officer's jurisdiction, or documents or other tangible things in the possession of a Person within the Hearing Officer's jurisdiction. Each request shall state the nature of the testimony or information to be sought from the Person subpoenaed and the relevance to the contested matter. To the extent known, the Person's address, phone number, title (if any), and other identifying information must be included. The Hearing Officer may decline to issue a subpoena if the testimony or information sought is irrelevant, duplicative, private, proprietary, or privileged, or if the Person is beyond the Hearing Officer's jurisdiction. The requested subpoena may be modified by the Hearing Officer if it is overbroad, unduly burdensome, or otherwise inappropriate or unnecessary. A request for a subpoena must be received by the deadline established by the Hearing Officer.

H. Decision. The Hearing Officer shall, within 30 calendar days after 1) a hearing, 2) the close of post-hearing briefing, or 3) a conclusion that a hearing will not be held, whichever is latest, render a ruling or decision on a contested matter. In summary suspension cases, the Hearing Officer shall issue its decision within 14 calendar days of the latest of the three events in the preceding sentence. The decision of the Hearing Officer following a hearing shall be rendered in writing and copies of the decision sent to all parties or their counsel. All decisions are to be made based on a preponderance of the evidence. Unless the Hearing Officer reasonably determines and provides notice to all parties that further proceedings will take place, including full review of a Hearing Officer's decision, the decision of the POIGRA is a final action.

- I. **Pueblo Court Review.** Unless otherwise expressly stated in the Gaming Code or herein, any party aggrieved by a final decision of the Hearing Officer may appeal that decision to the Pueblo Court pursuant to the Gaming Code, by filing a written notice of appeal with the clerk of the Pueblo Court, and serving a copy thereof on the POIGRA and all other interested parties, no later than fourteen calendar days from the date of the POIGRA's final action.
- J. **Public Meetings.** The POIGRA may also hold public meeting to address matters of general public interest. Unless procedures are specified herein, such meeting should be held after reasonable general notice to potentially interested persons and in a fair and open manner.

Section 8. Conflicts of Interest.

- A. **Scope.** This Section establishes guidelines for preventing conflicts of interest.
- B. **Prohibitions on Receiving Items of Value.** Within a calendar year, a POIGRA or Gaming Enterprise employee may not individually receive an item of value from any Licensee or Applicant exceeding \$250 in value. This Section does not apply to meals, food, limited complimentary tickets, professional development/training/continuing education events, or items of significance in Pueblo culture. It also does not apply to social activities that historically or currently are of significance in Pueblo culture. A POIGRA or Gaming Enterprise employee may consult with POIGRA if the propriety under this Section of any gift is uncertain.
- C. **Ticket Policy.** The Gaming Enterprise may distribute up to four (4) complimentary tickets to Tribal Officials for sporting and entertainment tickets staged at the Gaming Facility that are limited to the purpose of generating casino revenue.
 - 1. Tickets under this policy shall be obtained through the Tribal Council Office by utilizing a standard request form that is forwarded to the Gaming Enterprise CEO.
 - 2. In certain instances, the Gaming Enterprise may distribute sponsorship tickets, in limited quantities, to events sponsored by the Gaming Enterprise but not staged at a Gaming Facility so long as for the purpose of generating casino revenue. In the event of limited quantities, tickets will be provided first come first served. Sponsorship tickets shall not be donated to any other person not eligible to receive such tickets.

Section 9. Licensing and Non-Gaming Permits.

- A. **Scope.** This Section governs the evaluation of all applications for licenses under the Gaming Code, and non-gaming permits issued to non-gaming employees.
- B. **Revocable Privilege.**

1. Any license that is issued by authority of the POIGRA is a revocable privilege and no Person holding a license or approval shall be deemed to have acquired any vested rights therein or thereunder.
2. The burden of proving the Applicant's suitability to hold any license is at all times on the Applicant. An Applicant accepts any and all risk of adverse public notice, embarrassment, criticism, or other action or financial loss that may result from the application process. By making the licensing process available to applicants for and to recipients of licenses, the POIGRA does not intend either to create any cause of action or to waive its sovereign immunity unless expressly stated in the Gaming Code or these regulations.
3. An application for a license shall constitute a request to POIGRA for a decision upon the Applicant's general suitability, character, integrity, and ability to participate or engage in, or be associated with, Gaming Activity in the manner or position sought by the Applicant. By filing an application with POIGRA, the Applicant specifically consents to the making of that decision by POIGRA.

C. License Requirement: Gaming Employees.

1. Any Person who will be employed by a Gaming Operation in a Gaming Employee position shall, prior to beginning such employment or receiving any compensation for such employment, be required to hold a current and valid temporary or permanent license issued in accordance with these regulations.
2. A Gaming Operation shall not employ a Key Gaming Employee who does not hold a permanent license within 90 days of their date of hire.

D. Classification of Gaming Employees.

1. Purpose. The distinctions between Gaming and Non-Gaming Employees have evolved over time based on position-by-position assessments. This subsection provides a mechanism for continued evaluation of each position as it is created for classification as a Key Gaming Employee or Non-Gaming Employee position and for maintaining a definitive listing of those classifications in a schedule published by POIGRA and updated on a periodic basis.
2. Classifications by Position Title. POIGRA shall maintain a schedule listing each position title and its classification for licensing purposes.
3. As new position titles are created, and as position descriptions are changed, by a Gaming Enterprise or Gaming Operation, the Executive Director has the authority to make an interim determination of the classification of the new position pending formal action by the POIGRA to add the position to 1003(c)(2). The Executive Director shall promptly notify each Gaming Enterprise and Gaming Operation of the interim

classification, which shall be effective and not subject to review until the POIGRA updates the schedule under paragraph (4).

4. POIGRA shall, not less than annually, review the interim classifications made by the Executive Director under paragraph (3) and make final classification determinations pursuant to the Gaming Code and these regulations, and update the classifications schedule.

E. Classification of Licenses.

1. As provided in the Gaming Code, certain Persons are required to obtain a license from POIGRA before working for or conducting business with a Gaming Operation or at a Gaming Facility, and the Gaming Operation may not conduct business with a Person who or which must be but is not licensed.

F. Gaming License. A Gaming License is required as prescribed by the Gaming Code and these regulations, and are issued in the following subcategories:

1. A Primary Management Official License is required for any Person employed by a Gaming Enterprise or Gaming Operation who meets the definition of a Primary Management Official in 25 C.F.R. § 502.19(a)-(d).
2. A Key Gaming Employee License is required for any Person employed as a Key Gaming Employee who is not required to have a Primary Management Official License.
3. A Primary Management Official Gaming License is required for each POIGRA member and any Person employed by POIGRA or otherwise under the authority of the POIGRA in any capacity involving the regulation of any Gaming Activity or access to information involving any Gaming Activity.
4. A Primary Management Official Gaming License is required for each member of the POIGRA management or similar body of a Gaming Enterprise, Gaming Operation, or Gaming Facility.
5. A Management Contractor License is required for any Person managing all or part of a Gaming Enterprise under a Management Contract between the Pueblo and the Management Contractor, or between a Management Contractor and subcontractor.
6. A Gaming Facility License is required for a Gaming Enterprise or Gaming Operation to conduct Gaming at a Gaming Facility.

G. Vendor License. Vendor licenses are required of certain Persons conducting business with a Gaming Enterprise, Gaming Operation, or Management Contractor if their relevant receipts do, or are reasonably expected to, exceed \$10,000 in a calendar year as provided

in the Gaming Code and these regulations. Vendor licenses are issued in the following subcategories:

1. A Gaming-Related Vendor License is required for any Person providing goods or services under a Gaming-Related Contract, including individual Persons who both are employed or retained by the Gaming-Related Vendor who will have access by any means to Gaming Machines, Gaming Equipment, Gaming Systems, Gaming Revenues, or areas of a Gaming Facility deemed sensitive by POIGRA, or to sensitive information regarding any of the aforementioned.
2. A Non-Gaming Vendor License is required for any Person providing goods or services under a Non-Gaming Contract.
3. A Construction Contractor's License is required for any Person providing construction services to the Pueblo or to a Gaming Enterprise, Gaming Operation, or Management Contractor which are not directly related to a Gaming Activity but which are for use or consumption by a Gaming Operation, at a Gaming Facility, or significantly by patrons of a Gaming Facility.

H. Exemptions from License Requirement.

1. POIGRA may issue an exemption regarding Persons otherwise required to have a Non-Gaming Vendor License or a Construction Contractor License.
2. Any exemption is issued to the Gaming Operation and exempts it from the prohibition on doing business with a Person otherwise requiring a license. An exemption also relieves the Person from the requirement to have a license. Such exemptions may be granted by POIGRA with or without a request from the Vendor or the Gaming Operation. However, if POIGRA finds that the determination of a Vendor's potential exemption may be involved factually or otherwise, POIGRA may require that the Gaming Operation request an exemption on forms prescribed by POIGRA.
3. POIGRA may request from the Gaming Operation any information deemed necessary to assess the request for an exemption. As an alternative and in its discretion, POIGRA may request such information directly from the Person seeking the exemption.
4. POIGRA may assess a reasonable fee when making a determination regarding a request for exemption, including research and staff costs.
5. Unless indicated otherwise by POIGRA when granting an exemption, an exemption shall have a duration of one year.
6. Exemptions are granted at the sole discretion of POIGRA under the authority of the POIGRA.

I. Entities Subject to Exemption Consideration. POIGRA may grant an exemption to a Non-Gaming Vendor or Construction Contractor when it determines that doing so is both in the best interest of the Pueblo and does not pose an undue risk to the integrity of any Gaming Activity or Gaming Revenues. An exemption may be granted to entities meeting one or more of the following descriptions or criteria, or to entities having substantially similar characteristics in the sole discretion of POIGRA:

1. Corporations that are publicly traded on a recognized stock exchange with annual gross revenue of more than \$50 million;
2. National or regional chains having ten or more locations in at least five states;
3. Public utilities and communications companies (including cooperatives) whose rates charged to the Gaming Operation are set by tariff or other schedule approved by an independent regulatory entity;
4. National delivery services, including the United States Post Office, United Parcel Service, Fed Ex, and similar entities;
5. Entities wholly owned by Pueblo members if the goods and services provided to all Gaming Operations is reasonably anticipated to be less than \$50,000 in a calendar year;
6. Entertainers and other similar Persons retained, directly or indirectly, by a Gaming Operation to perform on a one-time basis or infrequently for an event of limited duration;
7. Transportation companies retained by a Gaming Operation or Gaming Enterprise to provide service to Patrons at a fixed contract rate;
8. Print, broadcast, internet, satellite, and cable media, including newspapers, magazines, and radio and television stations from which only the physical media or electronic content is purchased;
9. Advertising media, including print publications, broadcast, internet, cable, satellite, and cellular, whose advertising rates are fixed by schedule (even if subject to discounts for volume or otherwise), provided, however, that a license exemption does not relieve the Gaming Operation from obtaining approval of any promotion contained within any advertising, and provided that advertising agencies, advertising brokers, and similar entities are expressly not subject to exemption.
10. The United States, the State of New Mexico, and the Pueblo of Isleta, each as the recipient of payments from Gaming Revenues as required by Applicable Law, the Compact, or agreement.
11. Trade or Interest Group Associations that are registered with a tribal, state or federal government (e.g., the National Indian Gaming Association).

12. Non-profit organizations registered with a tribal, state or national government and which must regularly report their financial condition publicly.
13. Commercial airlines, Amtrak, and other regulated public carriers.
14. Internet merchants who sell standard retail products at generally available prices, provided that purchases are subject to a Gaming Operation protocol intended to identify competitive prices.

J. Other Exemption Factors. A Non-Gaming Vendor or Construction Contractor is less likely to threaten the integrity of a Gaming Activity or Gaming Revenues, and therefore more likely to qualify for an exemption, if:

1. It provides only standardized goods at published prices, notwithstanding any volume discounts;
2. It does not provide tangible or intangible items of value to the individual placing an order (e.g., gift cards, coupons).

K. Exceptions. Even if a Person would otherwise meet the criteria for a license exemption, that Person shall not be granted an exemption if the contract requires or allows:

1. On-site work in or near a sensitive area, or
2. Any work that provides access to Gaming Machines or Gaming Systems.

L. Application.

1. An Applicant for any type of license must apply on forms provided by POIGRA. The application forms shall be completed under the penalty of perjury. The application forms may include questions concerning the following:
 - a. Personal background information;
 - b. Financial information;
 - c. Participation in legal and illegal gaming or other activities in any jurisdiction;
 - d. Criminal record information;
 - e. Information concerning all pecuniary and equity interest in the Applicant; and
 - f. Other information as required.

2. The application forms shall include notice and disclosure to the Applicant satisfying any federal regulations and other legal requirements relating to the content and scope of the background investigation and the Applicant's legal rights to review and/or correct information revealed in that investigation.
3. The application forms shall be accompanied and supplemented by the documents and information as may be specified or required. The failure to supply the information constitutes grounds for delaying or denying the application. In situations in which a Licensee is submitting a renewal application or transferring positions within 180 calendar days of the date of the previous application, the Licensee may rely on prior application materials and provide only updated or additional information as required.
4. All documents and information required to be included in an application for license must be true and complete as of the date the application is filed with POIGRA. The Applicant shall promptly amend any document or information based on facts occurring after filing the original application so as to keep the information true and accurate.
5. An application may be amended in any respect by leave of POIGRA at any time before final action by POIGRA. Any amendment to the application shall have the effect of establishing the date of the amendment as new filing date of the application with respect to any time requirements for the action on the application.

M. Ineligibility to Apply.

1. If an Applicant is deemed by POIGRA to be ineligible to apply for a license under Section 9 or otherwise, the application may be summarily rejected.
2. The fee paid shall not be refunded.
3. A summary rejection is not a license denial.
4. The Applicant shall remain ineligible to apply until the underlying matter resulting in ineligibility (e.g., a pending criminal charge) is resolved.

N. Withdrawal of Application.

1. An Applicant may file a written request to withdraw an application at any time before POIGRA takes final action on the application. Final action by the POIGRA on the application occurs when POIGRA grants or denies a license.
2. POIGRA may, in its discretion, deny or grant the request for withdrawal of application with or without prejudice. The application fee is nonrefundable.
3. If POIGRA grants a request for withdrawal with prejudice, the Applicant is not eligible to apply for licensing for a period of six months from the date of the withdrawal.

- O. Background Investigation.** Consistent with the Gaming Code, Applicants for licenses shall provide all documents and information requested by their application forms and all other documentation or information that POIGRA may deem necessary. POIGRA shall examine the Applicant's background, personal history, financial associations, character, record, and reputation and persons associated with the Applicant to the extent that POIGRA determines that it is necessary to evaluate the qualifications and suitability of the Applicant for licensing but in no case shall the evaluation be less than required by applicable federal law or the Compact. POIGRA shall provide each Applicant or Licensee any opportunity to review a background report as required by applicable law, POIGRA procedures, or contract before a license decision may be deemed final.
- P. Temporary Permits.**
1. POIGRA, may its discretion, issue a temporary permit, for up to 90 days unless reasonably extended, to any Applicant for license upon the following grounds where the application in its entirety indicates that:
 - a. The Applicant meets the preliminary criteria for licensing;
 - b. The Applicant does not appear to present any danger to the public or to the reputation of gaming on Tribal Lands;
 - c. Preliminary review reveals no indication that further investigation will reveal disqualifying information; and
 - d. The Applicant has paid all applicable fees.
 2. POIGRA shall not issue a temporary permit to an applicant if it is apparent from the initial application or initial background investigation that the applicant is unsuitable to receive a license under federal or Tribal law, or these Regulations, or the Compact. Generally, POIGRA may deny issuing a temporary permit on the same grounds as denial of license described within these Regulations. POIGRA shall provide written notice of such denial to the applicant. POIGRA's decision not to issue a temporary permit is not subject to a hearing as it is not an action to deny a license.
 3. POIGRA may, in its discretion, impose additional or specific conditions on a temporary permit issued to an applicant.
 4. POIGRA may change a temporary permit into a permanent license when the Background Investigation is complete and POIGRA is satisfied that the holder of the temporary permit is suitable to hold a permanent license.
 5. When POIGRA changes a temporary permit into a permanent license, the date of issuance of the license shall be that of the temporary permit. Upon notice by POIGRA of a license changing from a temporary permit to a permanent license, such action shall be automatic and shall not require further action by the employee.

6. A temporary permit may expire on its own accord, or it may be suspended, revoked or summarily suspended under the same terms and conditions as a permanent license.
7. In the event a temporary permit expires due to its own accord, and the background investigation or fingerprint check is still outstanding or not suitability determination has been made, the term of the temporary permit will automatically be extended for one additional ninety (90) day period and the permit will continue to be in effect until the completion of the background investigation and a gaming license or a notice of denial is issued. POIGRA may reasonably issue consecutive temporary permits on a case-by-case basis.
8. A permittee shall surrender the temporary permit to POIGRA when:
 - a. The temporary permit expires and a permanent license has not been granted,
 - b. A notice of denial is issued,
 - c. POIGRA notifies the permittee that the temporary permit has been revoked, or
 - d. Whenever surrender of a permit is otherwise required under these Regulations.

Q. Drug Test.

1. At the time it makes a decision to hire any Employee, the Gaming Enterprise shall cause a drug test to be administered to the Applicant in accordance with Gaming Enterprise policies.

R. Fingerprints. Gaming Enterprise or Gaming Operation Employee Applicants shall submit to fingerprinting by the POIGRA or its authorized agent. The Gaming Enterprise or Gaming Operation shall direct all Employee Applicants to POIGRA offices or other authorized locations for the taking of fingerprints as provided in the Code.

S. Duration of License. Every license issued under these regulations shall have a term of three calendar years.

T. Renewal.

1. Every Licensee shall submit an application for renewal of a license on a form prescribed by POIGRA and pay the appropriate renewal fee no more than 60 calendar days and no less than 30 calendar days before the license expires.
2. POIGRA may consider any application for renewal of a license submitted after the 30 calendar day deadline only if the Licensee pays a late charge, but POIGRA may not

consider any application for renewal of a license received by POIGRA after the license has expired. Instead, the Applicant must submit a new license application, including all fees and penalties.

3. A timely filed application for renewal of a license shall be deemed to incorporate all information contained in the Licensee's original application. The Licensee shall be required to supply only new or corrected information that responds to the questions on the original application, and information that responds to questions not previously asked by POIGRA.
4. POIGRA may, if it deems it necessary, conduct further Background Investigation with respect to any application for renewal of a license.
5. POIGRA shall renew or deny the license renewal but may deny an application for renewal only on the basis of new information not before POIGRA when it previously granted the license.
6. In the event of a denial, the Licensee shall receive written notice thereof and shall have the right to a hearing as set forth in Section 7.
7. An employee whose application for a License renewal is approved shall surrender the old license upon issuance of the new license.

U. Identification Badges; Gaming Licenses; Gaming Employee Credentials and Assets; Separation or Suspension.

Definitions for this section:

1. "Gaming Licensee Credentials" or "Credentials" include a Gaming Employee's Identification Badge and Gaming License.
2. "Gaming Licensee Assets" or "Assets" include Gaming Licensee Credentials and any or all of the following: uniform(s), keys, electronic devices, or any other material thing issued by the Gaming Enterprise or Gaming Operation to the Licensee either that is worth more than \$10.00, or that could be used to create the impression that a person is a Gaming Employee or that the person should have access to a sensitive or restricted area.
3. "Suspension" includes:
 - a. suspension of a Gaming Employee by a Gaming Enterprise or Gaming Operation;
 - b. a proposed suspension of a License by POIGRA where there is also a Summary Suspension pending resolution of the proposed suspension by the POIGRA; or

- c. a suspension of a License imposed by the POIGRA; but
 - d. does not include, a Summary Suspension imposed by POIGRA solely for failure to perform a discrete task (e.g., failure to provide documents pursuant to a Request for Information).
- 4. "Separation" includes:
 - a. termination of a Gaming Employee by a Gaming Enterprise or Gaming Operation;
 - b. any other conclusion of a Gaming Employee's gaming employment by a Gaming Enterprise or Gaming Operation, including but not limited to resignation or transfer to a non-gaming position; or
 - c. revocation of a Gaming Employee License by the POIGRA.
- 5. The Gaming Enterprise or Gaming Operation (including a Management Contractor) shall issue:
 - a. to each licensed Gaming Employee an Identification Badge, to include: first name, photograph, employee number, position title, and expiration date.
 - b. to each visitor who will have access to non-public or restricted area(s) in accordance with an internal procedure approved in advance by POIGRA, a Visitor Badge – with a numeric or other identifier – to be returned when the Visitor leaves the premises.
- 6. The POIGRA shall issue a Gaming License to each licensed Gaming Employee, each licensed Contractor Technician, and other individual Licensees as appropriate, to include: first name, photograph, gaming license number, position title, and gaming license expiration date.

V. Display of Identification Badge and Gaming License; Display of Visitor Badge.

- 1. Each Gaming Employee shall wear their Identification Badge and Gaming License in a manner so that one or the other is prominently visible to Surveillance operations while on duty (including when on break in or near a Gaming Facility or other sensitive or restricted areas). Surveillance may conceal their credentials only in accordance with an internal procedure approved in advance in writing by POIGRA.
- 2. Each other Licensee or Visitor shall prominently wear their Gaming License and/or Visitor Badge in a manner so that it is visible to Surveillance operations while conducting business within a Gaming Facility, including restricted or sensitive areas.

3. Identification Badges, Gaming Licenses, and Visitor Badges shall not be altered, defaced, or obscured.

W. Disposition of Gaming Licensee Assets upon Separation or Suspension.

1. In-Person Separation or Suspension. Upon an in-person Separation or Suspension, each Licensee shall surrender all Gaming Licensee Credentials to the Gaming Enterprise or Gaming Operation by the end of the employee's last day of employment. If a Separation, the Licensee shall surrender all Gaming Licensee Assets. The Gaming Enterprise or Gaming Operation shall take reasonable steps to ensure that surrender. Surrendered Gaming Licenses shall promptly be forwarded to POIGRA, at least weekly.
2. Remote Separation or Suspension. If a Gaming Licensee resigns remotely, or otherwise is Separated or Suspended remotely, the Licensee must arrange to surrender all Gaming Licensee Credentials as soon as practicable to the Gaming Enterprise or Gaming Operation. If it is a Separation, the Licensee must return all other Gaming License Assets. If the Licensee fails to return any Asset, the Gaming Enterprise or Gaming Operation shall use reasonable and lawful methods to try to secure the return of the Asset(s). Failed attempts to acquire either Credential shall be reported to POIGRA.
3. If a Gaming Licensee fails to return Gaming Licensee Credentials and/or Assets to the Gaming Enterprise or Gaming Operation (or the Gaming License directly to POIGRA), POIGRA may initiate a License action if necessary to secure return of all Assets.

X. Right to Hearing. Any Applicant whose license application is denied by POIGRA or a Licensee whose (non-temporary) gaming license is subject to a proposed suspension or revocation by POIGRA may request a hearing pursuant to Section 7(E). Temporary permits do not have a right to a hearing.

Y. Issuance of a Permanent License.

1. Upon its approval, POIGRA shall issue a permanent license to the Applicant within seven calendar days, at which time the temporary permit (if any) shall expire. The License approval may be subject to conditions under Section 3(K).
2. POIGRA shall not issue a permanent license to any Key Gaming Employee Applicant until the earlier of the expiration of the 30-day period for the NIGC to review the Applicant's application for a license and POIGRA's investigative report, including the eligibility determination, as set forth in 25 C.F.R. § 558, or receipt of a Notice of Results from the NIGC stating no objection.

Z. Lost or Missing Identification Badge or Gaming License: Reporting and Replacement.

1. Timely completion of the notifications in (b) and (c) is imperative. All Licensees should be aware that POIGRA considers control of Identification Badges to be critical to the integrity of Gaming and the protection of Gaming Revenues.
2. If any Licensee loses or has not maintained control of their Identification Badge or Gaming License, the Licensee shall:
 - a. immediately notify the Gaming Enterprise or Gaming Operation regarding their Identification Badge, and/or POIGRA regarding their Gaming License;
 - b. file a sworn statement verifying the loss and the circumstances thereof with the Gaming Enterprise or Gaming Operation for a lost or missing Badge and/or POIGRA for a lost or missing License; and
 - c. pay any appropriate fee(s) for a replacement Badge and/or License.
3. Upon learning from a Licensee that an Identification Badge has been lost or is missing, the Gaming Enterprise or Gaming Operation shall notify the following at the earliest opportunity and in the following order:
 - a. the department responsible for access control so that the Identification Badge is disabled immediately;
 - b. risk management or other designated department by email; and
 - c. POIGRA Licensing of the loss and the circumstances thereof by email.
4. Upon learning from a Licensee that a Gaming License has been lost or is missing, the Gaming Enterprise or Gaming Operation shall notify POIGRA Licensing by email at the earliest opportunity.
5. Each Gaming Enterprise or Gaming Operation shall develop a protocol for determining when an employee or other Licensee's absence is unexplained and to disable the Licensee's badge in a timely manner until the security risks relating to an unexplained absence are fully resolved.

AA. Disqualification Criteria.

1. A prospective Licensee is ineligible to apply for a license:
 - a. During the pendency of a current prosecution or pending charge in any jurisdiction for any offense that, if convicted thereof, would or could result in a license denial,
 - b. If he or she does not meet the age requirement for a license,

- c. If the Applicant's status to work in the United States is under review,
- d. If the Applicant has been temporarily excluded from Tribal Lands by the Pueblo, or
- e. As determined by POIGRA, the Applicant cannot currently be licensed but may be eligible for a license in the future.

2. POIGRA shall deny a license to any Applicant on the basis of the following criteria:

- a. Failing to prove by clear and convincing evidence that the Applicant is qualified in accordance with the Gaming Code and these regulations;
- b. Conviction of any crime (a) classified as a felony as of the date of the conviction or of any gambling related crime and (b) committed on or after the Applicant's eighteenth birthday;
- c. Conviction of any gambling related misdemeanor or other misdemeanor involving theft, fraud, misrepresentation, or dishonesty if the offense was committed on or after the Applicant's eighteenth birthday;
- d. Failing to pass a drug test deemed credible and trustworthy by POIGRA;
- e. Failing to reveal any material fact pertaining to qualification, or supplying information that is untrue or misleading as to any material fact pertaining to qualification;
- f. Refusal to cooperate with any legislative body or other official investigatory body of any state, Indian tribe, or of the United States when such body is engaged in the investigation of crimes; or
- g. The Applicant, or any of its officers or directors, or any of its general partners, or any stockholders, limited partners, or other persons having a financial or equity interest of five percent or greater in the Applicant, is or has been a professional gambler.
- h. Failure to comply with any lawful directive or order of POIGRA.
- i. Failure to disclose material information to a Gaming Enterprise, Gaming Operation, or Management Contractor, even if truthful information is later disclosed.

3. POIGRA may deny a license to any Applicant on the basis of the following criteria:

- a. Failure to provide information, documentation and assurances required by the Gaming Code or requested by the POIGRA;

- b. A final decision by any other governmental entity responsible for licensing persons or entities with respect to gaming activity under such entity's jurisdiction on grounds suggesting unfitness on the part of the Applicant;
 - c. Association with known criminals or person reliably believed by law enforcement agencies to be engaged in corrupt or criminal activities, or with persons identified by the POIGRA or any other governmental entity as being disqualified from gaming activities;
 - d. Violation of any tribal or federal laws or regulations related to Indian gaming;
 - e. For any other reason that POIGRA reasonably determines that the Applicant could pose a threat to the public interest or to the effective regulation of Gaming Activity on Tribal Lands, or creates or enhances the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming activity on Tribal Lands; or
 - f. Past due financial obligations.
4. Applicants for a license renewal are subject to automatic disqualification based on the criteria in subsection 2 above. POIGRA may deny an application for a license renewal based on the criteria listed in subsection 3 above. If a renewal Applicant has a pending prosecution or charge in any jurisdiction for any offense that, if convicted thereof, would or could result in a license denial, POIGRA may:
- a. declare the Applicant ineligible to apply for a renewal until the prosecution or charge is resolved,
 - b. grant the license renewal subject to required appropriate reporting by the Licensee on the status of the prosecution or charge, or
 - c. take such other action as may be appropriate under all the circumstances of the renewal application.
5. If a license application is denied, the Hearing Officer may after hearing and under extraordinary circumstances waive a criterion for mandatory or discretionary disqualification if, under all the circumstances, it concludes that granting a license would not pose an undue risk to the integrity of gaming. Relevant factors may include the nature of the disqualifying event as it relates to any threat to the integrity of gaming, the length of time since the disqualifying event, the Applicant's conduct since the disqualifying event, and similar considerations. Waiver is at the sole and absolute discretion of the Hearing Officer.

BB. Applicants and Licensees: Provision of Information.

1. Fingerprints, Handwriting Exemplars, and Photographs. All Applicants for licenses issued by POIGRA, and all persons holding such licenses, including all persons interested, directly or indirectly, in the gaming business or license held by an Applicant or Licensee, shall upon request by the POIGRA or division provide fingerprints and handwriting exemplars, and each such Person shall allow himself or herself to be photographed in accordance with procedures established by POIGRA.
2. Requests or Subpoenas for Information. Upon issuance of a formal request or subpoena issued under the authority of the Hearing Officer to answer or produce information, evidence, or testimony, each Applicant and Licensee shall comply with the request or subpoena. Where an Applicant or Licensee, or any employee or Person interested, directly or indirectly, in an application or license either refuses or fails to comply with such a request or subpoena, the license or application may be suspended, revoked, or denied based solely upon such failure or refusal.
3. Notification of Current Address
 - a. It is the responsibility of each Licensee to inform POIGRA of any change in his, her, or its current address within 10 days of the change.
 - b. POIGRA may rely on the last reported address for purposes of providing service or notice to a Licensee or Applicant under the Code, these regulations, and the policies and rules of POIGRA.

CC. Requirements for Gaming Facility License.

1. The Applicant must submit a drawing to scale of the Gaming Facility that depicts the number of gaming devices, table games, or other games of chance for play and their location within the Gaming Facility in a manner that provides for adequate supervision of each gaming device, table game, or other game of chance, including:
2. An unobstructed view of each gaming device, table game, or other game of chance from the point of supervision;
3. Any mirrors necessary to maintain adequate supervision; and
4. The location of surveillance cameras.
5. The Gaming Enterprise shall not increase the number of gaming devices, table games, or other games of chance or change the location of any gaming device, table game, or other game of chance without the approval of POIGRA.
6. A request for approval to increase the number of gaming devices, table games, or other games of chance, or a change in the location of any gaming devices, table games, or other games of chance shall be accompanied by a diagram to scale depicting the new

location of the gaming devices, table games, or other games of chance within the Gaming Facility.

7. A request to change surveillance camera coverage must be approved in advance by POIGRA and must be supported by adequate documentation.

DD. Gaming Facility License Application.

1. A separate application is required for each Gaming Facility.
2. POIGRA may deny an application for a Gaming Facility License, if it determines that the proposed place or location for the Gaming Facility is unsuitable for the conduct of gaming. Without limiting the generality of the foregoing, the following places or locations may be deemed unsuitable:
 - a. the immediate vicinity of churches, schools, religious sites, and children's public playgrounds;
 - b. any place where gaming would be contrary to Pueblo law;
 - c. premises lacking adequate supervision or surveillance;
 - d. premises difficult to police; or
 - e. any other premises where the conduct of gaming will be inconsistent with the public policy of the Pueblo.

EE. Non-Gaming Permit. Non-gaming permits shall be issued to Non-Gaming Employees as classified by this Section. The Gaming Enterprise shall conduct the background verification and drug test for non-gaming employment applications in accordance with applicable Gaming Enterprise policies. POIGRA shall issue a non-gaming permit upon receipt of an approved background verification and drug test from the Gaming Enterprise for an applicant.

FF. Compliance with Health and Safety Codes.

1. With respect to construction and maintenance of a Gaming Facility, the Gaming Enterprise, Gaming Operation, or Management Contractor shall comply with, and certify to the POIGRA its compliance with, the more stringent of either:
 - a. Pueblo law, or
 - b. Each of the following codes:
 - i. Uniform Building Code;

- ii. Uniform Plumbing Code;
 - iii. Uniform Mechanical Code;
 - iv. National Electrical Code; and
 - v. National Fire Code.
2. The standard to be applied shall be based on the Pueblo law and the uniform codes in force at the time the construction or maintenance is performed.
 3. Pursuant to the Compact, inspectors from the Indian Health Service may inspect a Gaming Facility's food service operations during normal Gaming Facility business hours to assure that standards and requirements at least equivalent to those in the Food Service Sanitation Act [NMSA 1978, § 25-1-1 (1977, as amended through 2014)] are maintained.
 4. POIGRA shall provide documentation of any inspections by IHS to the State Gaming Representative with the annual Compliance Report required by the Compact.
 5. If IHS does not conduct such inspections, the State Department of Environment may conduct such inspections during the same hours to assure that standards and requirements in the Food Service Sanitation Act [NMSA 1978, § 25-1-1 (1977, as amended through 2014)] are maintained.

GG. Compliance with Compact Provisions.

1. Each Gaming Operation shall comply with all applicable provisions of the Compact including, but not limited to, the following specific provisions. The Gaming Operation shall comply with the more stringent of:
 - a. Pueblo law, or
 - b. Federal laws generally applicable to Indian tribes and relating to wages, hours of work, and conditions of work (including applicable implementing regulations), including specifically the Fair Labor Standards Act of 1938 and Occupational Safety and Health Act of 1970.
2. With respect to any construction project involving any Gaming Facility or related structure that is funded in whole or in part by federal funds, all workers will be paid wages meeting or exceeding the standards established for New Mexico under the federal Davis-Bacon Act.
3. Upon request by a visitor or a visitor's designated representative, a Gaming Enterprise or POIGRA shall provide:

- a. a copy of the Gaming Enterprise's patron dispute procedures; and
 - b. the mailing address and telephone number of the clerk of the Pueblo Court.
4. A Gaming Enterprise, Gaming Operation, or the Pueblo shall not discriminate in the employment of persons to work for a Gaming Operation or in a Gaming Facility on the grounds of race, color, national origin, gender, sexual orientation, age or handicap; provided, however, that nothing herein shall be interpreted to prevent the Pueblo from granting preference in employment to tribal members or other Indians in accordance with established tribal laws and policies.
5. Each electronic or electromechanical gaming device in use at the Gaming Facility must pay out a mathematically demonstrable percentage of all amounts wagered, which must not be less than eighty percent (80%), and requiring the Gaming Enterprise to prominently post in visible locations within the Gaming Facility notices stating that the Gaming Enterprise is in compliance with this requirement, and providing a comprehensible explanation of what it means.
6. The Gaming Enterprise to spend, annually, an amount that is no less than one-quarter of one percent (.25%) of its Adjusted Net Win to fund or support programs that the Gaming Enterprise, in consultation with the Pueblo as appropriate, selects for the treatment and assistance of compulsive gamblers in New Mexico or who patronize New Mexico gaming facilities, and for the prevention of compulsive gambling in New Mexico. A substantial portion of such funds shall be distributed to one or more organizations that have expertise in and provides counseling, intervention, or other services for compulsive gamblers in New Mexico, and whose services are available to all persons without regard to race or tribal membership. The Gaming Enterprise shall submit a report accounting for the use of these funds to POIGRA, which shall submit it to the State Gaming Representative annually along with other Compliance Report materials.
7. POIGRA, through these regulations, the TICS, and applicable policies and procedures will assure that each Gaming Operation provides for the physical safeguarding of assets transported to and from a Gaming Facility and the cage.
8. In accordance with all applicable law and policies and procedures, including prudent concern for personal and public safety, the Gaming Operation and POIGRA will detain persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities.
9. As of September 2018, the Commission has expressly recognized that the historical Class III MICS in 25 C.F.R. Part 542 and those published separately by the Commission are simply guidance. However, the Compact requires adoption of the historical MICS for certain purposes. Accordingly, the POIGRA expressly adopts the following provisions in order to make compliance with certain Compact terms absolutely clear:

- a. 25 C.F.R. § 542.14 to provide for the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department;
- b. 25 C.F.R. § 542.15 to regulate the extension of credit; and
- c. 25 C.F.R. § 542.17 to regulate the issuance of complimentaries.

10. Any revisions to these provisions in the TICS must comply with any restrictions or limitations in the Compact.

HH. Other Gaming Prohibited. Class II and Class III Gaming that is not authorized by the Gaming Code, the Indian Gaming Regulatory Act, and the Tribal-State Compact is prohibited on Tribal Lands.

Section 10. General Operating Regulations.

- A. Scope.** This Section provides general operating obligations for each Gaming Enterprise, Gaming Operation, and Gaming Facility. For ease of reading, this Section refers to the Gaming Enterprise but expressly encompasses Gaming Operations and Gaming Facilities.
- B. Responsibility of Licensee.** Responsibility for the employment and maintenance of lawful methods of operation rests with the Gaming Enterprise, and willful or persistent use or toleration of methods of operation which POIGRA has determined to be unlawful is prohibited. The Gaming Enterprise shall fully and timely perform each and every term, condition, and duty required by the policies and regulations of POIGRA.
- C. Discovery of Violations.** All Licensees, including the Gaming Enterprise, shall immediately notify the POIGRA of the discovery of a violation, a suspected violation, or unusual circumstances suggesting a violation of the Gaming Code, these regulations, IGRA, NIGC regulations, or the Tribal-State Compact.
- D. Authorized Gaming.** Gaming permitted pursuant to the Gaming Code and the Compact shall include only those games that are specifically authorized by POIGRA. The Gaming Enterprise shall conduct all Gaming Activity in accordance with the Gaming Code, these regulations (including the TICS), federal law, and the Compact.
- E. Unauthorized Gaming.** The Gaming Enterprise shall not conduct, permit, or promote any Gaming Activity except that which is permitted by the Gaming Code and conducted according to all policies and regulations promulgated by POIGRA.
- F. Employee Reports.**
 - 1. On a quarterly basis, the Gaming Enterprise shall submit an employee report to the POIGRA. The employee report shall identify every individual who is, or who has been

since the filing of the previous report, employed by the Gaming Enterprise as a Gaming Employee or Key Gaming Employee.

2. The employee report shall list the name of the employee or official, job position, title, social security number, and designation as to whether that individual is a Gaming Employee or a Key Gaming Employee.

G. Employment Actions: Effect on Gaming Licensees.

1. Licensed Employee: Voluntary Resignations. When any Gaming Employee resigns voluntarily (i.e., when not under the threat of disciplinary or other adverse action by the Gaming Enterprise or the POIGRA), the Gaming Enterprise upon notification shall invalidate/disable the employee's access control badge and Active Directory credentials by 5 p.m. on the second business day after the effective date of the resignation or notification date, whichever was later, and notify the POIGRA in writing within three business days of the later of the effective date or notification date.
2. Licensed Employee Terminations, Suspensions, Demotions, and Involuntary Resignations. Upon HR approval of any intent to terminate, demote, suspend, or involuntary resignations of any Gaming Employee, the Gaming Enterprise shall invalidate/disable the employee's access control badge and Active Directory credentials by 5 p.m. on the next business day and then shall notify the POIGRA in writing within two business days of such action.

H. Employee Benefits and Grievance Procedures.

1. Benefits. A Gaming Enterprise shall provide the following benefits to all full-time employees of the Gaming Enterprise, which shall be at least as favorable as those provided by comparable state programs: sick leave and paid annual leave (which may be incorporated into Paid Time Off), medical, dental, and life insurance, unemployment insurance, and workers' compensation insurance.
2. Grievance. A Gaming Operation shall by policy provide a grievance process for employees of the Gaming Operation (including employees of a Gaming Enterprise in capacities involving Gaming Activity or Gaming Revenues) which includes an appeal of right to persons of greater authority than the immediate supervisor of the employee in cases of disciplinary or punitive action taken against the employee.

I. Information to be Furnished by Licensee.

1. Each Gaming Enterprise must report to the POIGRA at least yearly the full name and address of every Person, including lending agencies, who or which has a right to a share of Gaming Revenues, whether as an owner, assignee, or otherwise or to whom any interest or share in the profits of gaming has been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract of sale.

2. Each Management Contractor Licensee must immediately report to the POIGRA the name, date of birth, and social security number of all persons who obtain an ownership, financial, or equity interest in the Management Contractor of five (5) percent or greater, or who have the ability to control the Licensee, or who have the ability to exercise significant influence over the Licensee.
3. Any Person licensed by the POIGRA must make written notification to POIGRA of any criminal conviction or criminal charge pending against such Person within ten days of such person's arrest, summons, or conviction. This notification requirement shall not apply to non-felony traffic violations unless they result in suspension or revocation of a driver's license or are based on allegations of driving under the influence of liquor or drugs. Failure to make proper notification to the POIGRA may be grounds for disciplinary action.
4. Each Gaming Enterprise must report to POIGRA on a form available from POIGRA the movement of slot machines, table games, associated equipment, or other equipment used in Gaming Activity. This notification must be made by both the recipient and sender of devices within 24 hours of any movement of devices to and from any location, including locations off Tribal Lands.
5. Each Person holding a License issued by POIGRA shall report any discovered or suspected plan, scheme, design, device or other methods of cheating, or any and all unusual occurrences, that may compromise the integrity of any Gaming Activity or Gaming Revenues, including any Class III gaming device sold or offered for sale, offered for play, or used for any other gaming purpose within Tribal Lands by such Licensee. Written reports to POIGRA shall be provided in accordance with these regulations and relevant policies, procedures, and internal controls.
6. The subject matter of the information provided under this Section shall be considered confidential, except the Executive Director or the POIGRA may, as deemed necessary and prudent in the exercise of their discretion, take whatever steps are deemed necessary to address or mitigate a threat to the integrity of gaming, including disseminating a warning to other licensing jurisdictions or Licensees.

J. Inspections. A Gaming Enterprise must immediately make available for inspection by the POIGRA, POIGRA, or its agents or investigator, upon demand, all papers, books, data, and records of any kind produced, used, or kept in connection with Gaming Activity or Gaming Revenues, and all portions of the premises where gaming is conducted or where gambling devices or equipment, or Gaming Revenues, are manufactured, sold, used, displayed, kept, or distributed. Upon demand, the POIGRA, or its agents or investigators must be given immediate access to any portion of the premises of a Gaming Enterprise or Gaming Facility for the Purpose of inspecting or examining records or documents, gaming devices or equipment, or the conduct of Gaming Activity.

- K. Payout Schedules.** Payout schedules must accurately state actual payouts applicable to the particular game and may not be worded in a manner that misleads or deceives the public. Maintenance of misleading or deceptive material on a payout schedule or failure on the part of a Gaming Operation or other Licensee to make payment in strict accordance with a posted payout schedule is prohibited.
- L. False Advertising.** No Licensee shall allow, conduct, or participate in any false or misleading advertising concerning its gaming operations.
- M. Patron Disputes.** Patron disputes regarding amounts allegedly won are to be resolved under the Dispute Resolution policies of the Gaming Enterprise. The Gaming Enterprise shall make such policy and procedure available to patrons upon request or by posting notice of such policy and procedures in prominent locations within each gaming facility. The Gaming Enterprise shall train employees on the policy and procedures pertaining to patron disputes as well as the appropriate handling of patrons who have disputes, documentation of the facts pertaining to the dispute and related matters.
- N. Special Rules of Conduct.** A Gaming Enterprise may establish rules of conduct for visitors in any Gaming Facility and related areas. Any such rules must be posted.
- O. Transfers of Interest.** No Person may sell, lease, purchase, convey, or acquire an interest in a Management Contractor without the prior approval of POIGRA.
- P. Underage Gaming.**
1. No Person under the age 21 shall be permitted to Wager at any Class III Gaming Facility, or to enter a Gaming Facility conducting Class III Gaming except that:
 - a. Such a Person may pass directly to another room where the Person's presence is lawful;
 - b. A Person may be employed by the Gaming Enterprise pursuant to Section 10(Q); or
 - c. A Patron under the age of 21, but 18 or over, may engage in Class II Gaming in a Gaming Facility.
- Q. Underage Employees.** The Gaming Enterprise shall not employ any Person under the age of 21 if that person's employment duties involve Class III Gaming. This prohibition does not apply to any Person employed in Class II Gaming or whose employment duties are unrelated to Class III Gaming.
- R. Authorized Gaming Hours.**
1. The Gaming Enterprise shall make a written request to POIGRA to change the hours of operation for any Class II and Class III Activity, and the request must be approved

by POIGRA prior to implementation. Hours of operation must not be inconsistent with the current Tribal-State Compact or lawful NIGC regulations.

2. The Executive Director or their designee may authorize a temporary change of hours of Class II or Class III Gaming Activity upon written request from the Gaming Enterprise submitted at least three (3) calendar days before the proposed change. Proposed changes must meet the requirements in Subsection 1.

S. Complimentary Services or Items.

1. The Gaming Enterprise may provide or offer complimentary services or items to Persons in accordance with:
 - a. these regulations and any relevant internal regulations implemented by POIGRA;
 - b. federal regulation, specifically 25 C.F.R. § 542.17 or any successor provision, and all applicable federal and Pueblo law;
 - c. any applicable provisions of the Compact, including its Appendix, and specifically including its reporting provisions; and written internal policies and procedures, developed by the Gaming Enterprise and approved by POIGRA, implementing and in compliance with each of the above subsections.

T. Automated Teller Machines (ATM).

1. The Gaming Enterprise shall ensure that any ATM located within any Gaming Facility is programmed not to accept cards issued by the state to TANF recipients for access to TANF benefits.
2. Within thirty calendar days from the date of the installation of an ATM, the Gaming Enterprise shall deliver to the POIGRA proof in the form of a notarized certificate from the financial institution or other authorized entity providing the ATM for use in a Gaming Facility that the ATM is programmed to comply with Subsection 1.
3. If the Gaming Enterprise fails to comply with Subsection 1, the POIGRA shall have the authority to confiscate, disable, or remove any ATM located within a Gaming Facility that is not programmed as required by this Section.

U. Check Cashing.

1. A Gaming Operation (or, in connection with gaming, a Gaming Enterprise or the Pueblo) shall not cash any and all paychecks, or any type of government assistance check, including social security, TANF, or pension, for any Patron.

2. The Pueblo from time to time issues Per Capita Distribution checks to Pueblo members. Historically, PCD checks have been issued to Pueblo members in equal amounts, are not based on need, and are a purely internal matter of the Pueblo. The POIGRA therefore expressly concludes that they are not government assistance checks, nor similar to government assistance checks, and are not subject to this Section.
3. Nothing herein shall prohibit the Gaming Enterprise or Gaming Operation from cashing employee payroll checks or personal checks from employees.

V. Alcohol.

1. The Gaming Enterprise shall not sell, serve, deliver, or permit consumption of alcoholic beverages within any gaming area of a Gaming Facility. Alcohol may be served in other locations only in accordance with Pueblo law and applicable state and federal law.
2. The Gaming Enterprise shall not:
 - a. Permit Persons who are visibly intoxicated to participate in Gaming Activity;
or
 - b. Sell, serve, give, or deliver alcoholic beverages to a person who is intoxicated, or procure or aid in the procurement of any alcoholic beverage for an intoxicated person, at the Gaming Facility.
3. The Gaming Enterprise shall submit proof to the POIGRA that each Person who dispenses, sells, serves or delivers alcoholic beverages has attended Alcohol Server Education classes similar to those classes provided for in the New Mexico Liquor Control Act.
4. No Persons may serve or sell alcoholic beverages unless that Person has attended such classes.
5. The Gaming Enterprise (and the Pueblo in connection with gaming) shall not provide, contract to provide, arrange to provide, or allow to be provided alcoholic beverages for no charge or at reduced prices within a Gaming Facility.
6. The Gaming Enterprise shall cause its insurance provider to submit a certificate of insurance to the POIGRA evidencing that the Gaming Enterprise has sufficient insurance to comply with the Compact.

W. Central Computer Monitoring of Gaming Devices.

1. The Gaming Operation shall connect all Class III Gaming Machines on the premises of a Gaming Facility to a central computer monitoring and control system on the premises of the Gaming Facility that shall collect on a continual basis the unaltered

activity of each Class III Gaming Machine in use in the Gaming Facility. If a system is implemented and paid for by the State, each Gaming Operation shall further ensure that the wager and payout data collected shall be electronically accessible by the State Gaming Representative upon entry of an appropriate security code. The Gaming Enterprise or Gaming Operation shall certify that centralized computer reporting and auditing system complies with the requirements of this Section and with Section 4(B)(13) of the Compact. The Gaming Operation and POIGRA will take all reasonable steps to ensure:

- a. that the State Gaming Representative is not able to alter or affect the operation of any Gaming Machine or other device on the premises of the Gaming Facility, or the data provided to the central computer;
 - b. that the system shall be designed maintained so as to preserve the integrity of the system and the data contained therein, to minimize any possibility of unauthorized access to the system or tampering with the data, and to minimize any access by the State Gaming Representative to information other than machine wager and payout data residing in the central monitoring and control system; and
 - c. that the system for electronic access to the machine wager and payout data collected by the each Gaming Facility or Operation central computer shall be constructed and installed at the State's cost.
- X. **Credit.** A Gaming Operation (or, in connection with gaming, a Gaming Enterprise or the Pueblo) shall not extend credit by accepting IOUs or markers from its patrons unless and until a credit program that complies with the Compact is implemented.

Section 11. Tribal Internal Control Standards.

- A. **Scope.** This Section sets forth the process for developing and implementing Tribal Internal Control Standards ("TICS") for Gaming.
- B. **Requirements for Tribal Internal Control Standards (TICS).** The Gaming Enterprise must establish tribal internal controls that are at least as restrictive as the Minimum Internal Control Standards (MICS) adopted by the NIGC. In the event that the Compact requires an internal control standard that equals or exceeds, or conflicts with, the standards of the MICS, the Compact standard shall prevail. These control standards must be incorporated into the Standard Operating Procedures for the Gaming Enterprise.
- C. **Tribal Internal Control Standards.**
 - 1. **Requests for Revision.** At any time, the Gaming Enterprise or a Gaming Operation may propose revisions to the TICS in writing to the POIGRA Executive Director. The Gaming Enterprise or a Gaming Operation shall submit all new or amended controls, including those that may be developed for a particular game or promotion or other

activity, along with the certification by the Gaming Enterprise that the internal control meets or exceeds the required standard, to POIGRA for review and written approval prior to implementation.

2. **Gaming Enterprise Responsibility.** It is the responsibility of the Gaming Enterprise to notify POIGRA of any and all changes, modifications or amendments to any TICS prior to implementation. POIGRA shall be provided complete, accurate, and up-to-date copies of all internal controls of the Gaming Enterprise.
 3. **Variance from Tribal Internal Control Standards.** POIGRA retains the authority to review and approve any request by the Gaming Enterprise for a variance from the TICS in certain limited and unique circumstances. Variances from TICS must be limited and are not to be routinely granted. Upon receipt of the request and justification, the Executive Director will review the variance request and make a written determination as to whether, in its discretion, a variance is appropriate. The variance shall not be implemented until approval by POIGRA.
- D. Compliance.** The failure to comply with the TICS constitutes an unsuitable method of operation. If POIGRA determines that any Licensee is not in compliance with the TICS, POIGRA shall notify the Gaming Enterprise or Gaming Operation, and may take enforcement action under Sections 3 and 4.

Section 12. Accounting.

A. Accounting.

1. The Gaming Enterprise, in conjunction with each Gaming Operation, shall establish and maintain an accounting system and procedures that shall, at a minimum:
 - a. Include an adequate system of internal accounting controls that shall be at least as stringent as required by the TICS to ensure:
 - i. Assets are safeguarded;
 - ii. Financial records are accurate and reliable;
 - iii. Transactions are performed only in accordance general or specific authorization of management;
 - iv. Transactions are recorded adequately to permit proper recording of Gaming Revenue, including revenue sharing fees and regulatory fees, and to maintain accountability for assets;
 - v. Access to assets are permitted only in accordance with the specific authorization of management;

- vi. Recorded accountability for assets in compared with actual assets at reasonable intervals and appropriate action is taken with respect to any discrepancies;
- vii. Functions, duties, and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel; and
- viii. Permit the preparation of financial statements in accordance with generally accepted accounting principles.

b. Be susceptible to audit:

- i. Allow the Gaming Enterprise to calculate the annual fees payable to the NIGC;
- ii. Permit the calculation and payment of any Management Contractor's fee; and
- iii. Provide for the allocation of Gaming Revenues and operating and overhead expenses among the Gaming Enterprise, each Gaming Operation, the Pueblo, and any Management Contractor.

B. Reporting. The Gaming Enterprise shall provide the Tribal Council not less frequently than monthly with verifiable financial reports within 30 days of the month end closing.

C. Submission and Approval of Accounting System.

1. The Gaming Enterprise shall describe its system of internal accounting controls in written detail for approval by the POIGRA. The system of internal Controls must include:
 - a. An organizational chart depicting segregation of functions and responsibilities;
 - b. A description of the duties and responsibilities of each position shown on the organizational chart;
 - c. A detailed narrative description of the administrative and accounting procedures designed to satisfy the TICS;
 - d. A written statement signed by the chief financial officer and the chief executive officer of the Gaming Enterprise attesting that the system of internal accounting controls satisfies the TICS;

- e. A report from an independent certified public accountant stating that the Gaming Enterprise's system of internal accounting controls has been reviewed by the accountant and complies with the TICS and the requirements of 25 C.F.R. 542.3(d). The report shall report each event discovered or brought to the accountant's attention that the accountant believes does not satisfy the minimum internal control standards or variations from the standards that have been approved by the POIGRA; and
 - f. A copy of the report must be submitted to the POIGRA no later than 90 days from the end of the Gaming Enterprise's fiscal year.
- D. Amendments.** The Gaming Enterprise shall notify POIGRA in advance (or if deemed an emergency, immediately) of all amendments to its system of internal accounting controls. For all significant amendments or at the request of POIGRA, the Gaming Enterprise shall also comply with the requirements of subsections 12(C)(1)(d) and/or 12(C)(1)(e) as specified by POIGRA.
- E. Noncompliance.** If POIGRA determines that the Gaming Enterprise's accounting system does not comply with this Section, the Compact, or NIGC regulations, POIGRA shall notify the Gaming Enterprise pursuant to Section 3 and may impose a civil fine pursuant to Section 4.

Section 13. Currency Transactions Reporting.

A. Compliance with Bank Secrecy Act.

1. A Gaming Enterprise must comply with all applicable provisions of the Bank Secrecy Act, 31 U.S.C. §§ 5311-5314, and all reporting requirements of the Department of the Treasury, the Internal Revenue Service, the Financial Crimes Enforcement Network, and any other related divisions thereof, as applicable, and make all such documentation available to the State Gaming Representative for inspection, scanning, or copying upon request.
2. The Gaming Day is twenty-four hours. At that time or upon the opening of a Gaming Facility if later, see Section 10(R), the previous day's logs shall be submitted to the compliance officer and new logs started for the new day.
3. Cash in and cash out transactions are aggregated on company-wide basis for a Gaming Day.

Section 14. Gaming Devices, Associate Equipment, and Games.

- A. Policy.** The establishment, implementation, and enforcement of appropriate standards and safeguards is necessary in order to maintain and ensure the integrity of all gaming devices,

associated equipment, or games offered or operated by the Gaming Enterprise at any gaming facility within the Pueblo of Isleta.

B. Tribal Standards. Tribal standards for any and all Class III gaming devices, associated equipment, and games must be at least as strict as the comparable standards applicable for Class III gaming devices, associated equipment or games within the State of Nevada as required by the Compact. Any and all Class III gaming devices or associated equipment used by the Gaming Enterprise at any gaming facility on Tribal lands shall meet or exceed these tribal standards. In addition, the Gaming Enterprise is required to adopt or implement internal controls regarding gaming devices which are at least as restrictive as those set forth in the most current edition of the Minimum Internal Control Standards (MICS) as established by the NIGC relating to gaming machines.

C. Requirements for Gaming Devices, Associated Equipment and Games Offered or Operated. No person or entity may distribute, operates, or place into operation any gaming device, associated equipment or game on Tribal lands unless:

1. The person or entity is licensed by POIGRA as a gaming vendor pursuant to these Regulations;
2. The distribution or operation of the gaming device, associated equipment, or games offered or operated is in strict compliance with applicable certification, approval, and licensing requirements of these Regulations.

D. Approval of New Gaming Devices, Associated Equipment, and Games Offered or Operated; Application and Procedures.

1. Generally, the Gaming Enterprise shall not allow any gaming device, associated equipment or game to be used or played at any gaming facility unless it has first been approved by POIGRA.
2. Applications for approval of a gaming device, associated equipment, or game must be made and processed in the manner and on forms required by POIGRA. Each application must include:
 - a. The complete name and address of the manufacturer and distributor of the gaming device, associated equipment or game, if applicable;
 - b. The name of the gaming device, associated equipment, or game;
 - c. Affirmative documentation showing that the gaming device, associated equipment, or game meets the Tribal standards of these Regulations, has been approved by the State of Nevada or has been tested, approved, or certified by an independent gaming laboratory to meet Tribal standards, if applicable;

- d. A complete, comprehensive, and technically accurate description and explanation in both technical and lay language of the manner in which the gaming device, associated equipment, or game operates;
- e. The rules of play, the proposed schedule of payouts, and a statistical evaluation of the theoretical percentages of the game, if applicable;
- f. A copy of the proposed or executed contract for the gaming devices, associated equipment, or game;
- g. The proposed dates of delivery and operational start-up;
- h. Information necessary to ensure that the gaming device will communicate with, and be linked to, the Gaming Enterprise's computer system, if applicable;
- i. The payout percentages in compliance with required Compact percentages, if applicable; and
- j. Any and all additional information or documentation otherwise required by POIGRA.

E. POIGRA Verification of Standards. POIGRA shall verify that any gaming device associated equipment, or game meets the Tribal Standards pursuant to these Regulations, if applicable, before granting approval for use or play.

F. Approval. After review and evaluation of all relevant information, POIGRA shall determine whether approval of the gaming device, associated equipment, or game for placement into operation within a Gaming Facility should be granted. POIGRA shall notify the Gaming Enterprise in writing of its decision no later than seven (7) days after receipt of a complete application.

- 1. It is the responsibility of the Gaming Enterprise to ensure that manufacturers and/or distributors comply with these Regulations, including verification of licensing with POIGRA prior to placing a game into operation.
- 2. Failure to obtain approval of a gaming device, associated equipment, or game prior to use or play is considered a violation subject to disciplinary measures.

G. Notification of Conversions or Modifications to Gaming Devices, Associated Equipment, or Games Offered or Operated; Procedures.

- 1. Generally, conversions or modifications may only be made by licensed manufacturers or technicians.
- 2. Notification of a conversion or modification must be made by the Gaming Enterprise in the manner and on forms required by POIGRA. Each notification must include:

- a. A complete, comprehensive, and technically accurate description and explanation of the conversion or modification in both technical and lay language;
 - b. Documentation showing that the gaming device, associated equipment or game, as converted or modified, meets the Tribal standards of these Regulations;
 - c. Any and all information or documentation otherwise required by POIGRA.
3. POIGRA shall verify that each gaming device, associated equipment, or game meets the Tribal standards within these Regulations before any conversion or modification may occur. POIGRA shall notify the Gaming Enterprise in writing of its verification.

H. Shipping Notification. In addition to the approval and notification requirements within this Section, the Gaming Enterprise or gaming manufacturer must provide written notification to POIGRA at least seven (7) days prior to any shipment of gaming devices, associated equipment, games, associated software or other gaming supplies. When equipment or software is unexpectedly needed for modifications or conversion that would otherwise disrupt the availability of the gaming device, associated equipment or game, POIGRA may provide a waiver to shipping notification requirements for immediate shipments.

I. Standard Operating Procedures Required for Gaming Devices, Associated Equipment, and Games Offered or Operated. The Gaming Enterprise shall ensure that SOPs are implemented prior to operating any new game at any Gaming Facility when such game is not otherwise included in an existing SOP.

1. **Vendor Contracts.** The Gaming Enterprise shall have SOPs requiring that contracts for gaming devices, associated equipment, or games offered or operated include a provision voiding the contract if a vendor is unable to obtain a license pursuant to these Regulations or if any part of the gaming device, associated equipment or games does not meet Tribal standards within these Regulations.
2. **Delivery and Installation.** The Gaming Enterprise shall have operating SOPs for the delivery and installation of gaming devices, associated equipment, and games offered or operated.
3. **Maintenance.** The Gaming Enterprise shall maintain gaming devices, associated equipment, and games offered and operated in suitable conditions. The Gaming Enterprise shall have SOPs detailing processes for routine and emergency repairs of gaming devices, associated equipment, and games. Such SOPs shall also provide for written notice to POIGRA in the event that any gaming device, associated equipment, or game is not operational for a period exceeding five (5) days along with a proposed repair schedule.
4. **Notification of Relocation or Removal of Gaming Devices, Associated Equipment, and Games.** The Gaming Enterprise shall provide notification to POIGRA at least seven (7)

days prior to a proposed relocation or removal of any gaming device, associated equipment, or game. In addition, the Gaming Enterprise shall have SOPs regarding the relocation or removal of any gaming devices, associated equipment or games, including notification to POIGRA.

J. Marking, Registration, and Distribution of Gaming Devices.

1. Requirements. No gaming device which is also a “gambling device” as defined in 15 U.S.C. § 1171(a), shall be distributed to any Gaming Facility, and the Gaming Enterprise shall not take delivery of a gaming device, unless the gaming device has:
 - a. A permanent serial number which must be the same number as given the gaming device pursuant to the Gaming Device Act of 1962, 15 U.S.C. § 1173, permanently affixed to each device so as to be clearly visible, such number, the manufacturer’s name, and if different, any trade name under which the manufacturer does business and the date of manufacture of such device.
 - b. The Gaming Enterprise shall maintain a permanent listing of the serial numbers of the gaming devices, the name of the manufacturer, the date of manufacture, the name and address of person from whom such device was purchased or acquired (if different from manufacturer), and the name and address of the carrier delivering the device. The Gaming Enterprise shall provide this list in its shipping notification to POIGRA.
2. Johnson Act Registration. The Gaming Enterprise or the gaming manufacturer shall provide a copy of the most recent Johnson Act registration, as required pursuant to 15 U.S.C.A. § 1173, to POIGRA as proof of compliance with applicable requirements for purchase, sale, transportation, and distribution of gaming devices.

K. Approval to Sell or Dispose of Gaming Devices and Associated Equipment. The Gaming Enterprise shall notify POIGRA prior to the sale or disposal of gaming devices or associated equipment as approved. The Gaming Enterprise must ensure compliance with all applicable laws and regulations, including Johnson Act requirements for transportation of gambling devices.

**PUEBLO OF ISLETA GAMING
REGULATORY AGENCY
REGULATIONS**

2007 Revisions

&

**Amended and Restated
(5/30/2014)-Regulation 14
(8/16/2016)-Regulation 10
(5/23/2018)-Regulation 11**

**PUEBLO OF ISLETA
TRIBAL GAMING REGULATORY AGENCY
REGULATIONS**

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REGULATION 1: DEFINITIONS

1.1 Definitions. As used in these regulations, the following terms shall have the following meanings:

- (1) **Act:** the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168. Also referred to as **IGRA**.
- (2) **Agency:** the Pueblo of Isleta Gaming Regulatory Agency as established by Pueblo of Isleta Tribal Council Resolution No. 01-006. Also referred to as the **Isleta Gaming Regulatory Agency**, the **Gaming Agency** or **Regulatory Agency**.
- (3) **Agency Employee:** any person employed by the Isleta Gaming Regulatory Agency, including the Executive Director. Also referred to as **Agency staff**.
- (4) **Agent:** a person, corporation or entity who is authorized to act for or in place of another; a representative.
- (5) **Applicant:** any person, employee, vendor or entity that submits an application to the Agency for a license, permit, registration, renewal, finding of suitability or other approval as required by federal, tribal or state laws and regulations.
- (6) **Associated Equipment:** any equipment or mechanical, electro mechanical or electronic component or machine used remotely or directly in connection with gaming or any game that would not otherwise be classified as a gaming device, including dice, playing cards, chips, links which connect to progressive slot machines, equipment which affect the reporting of gross revenue, computerized systems for monitoring slot machines and devices for weighing or counting money. Also referred to as **supplies**.
- (7) **Casino:** typically refers to a room or room(s) or designated areas where gaming is conducted in a facility, but is not limited solely to areas occupied by the games and may be considered as the entire building where gaming and non-gaming areas are housed. May also be used to refer to **Isleta Casino** or **gaming facility**.
- (8) **Class II Gaming:** all forms of gaming as defined in 25 U.S.C. §2703(7) and 25 CFR §502.3.
- (9) **Class III Gaming:** all forms of gaming as defined in 25 U.S.C. §2703(8) and 25 CFR §502.4.
- (10) **CHRI:** Criminal history record information that typically consists of a Federal Bureau of Investigation (FBI) Identification Record, often referred to as a Criminal History Record or rap sheet, which is a listing of certain information taken from fingerprint submissions retained by the FBI in connection with arrests and, in some instances, federal employment, naturalization, or military service.
- (11) **Compact:** the Tribal-State Class III Gaming Compact between the Pueblo and the State of New Mexico, as amended, effective July 5, 2007 and includes the Appendix attached thereto. Also referred to as the **Tribal-State Compact**.

- (12) **Confidential Information:** internal, commercial or proprietary information, documents or records not accessible or routinely available to the public.
- (13) **Construction Codes:** the current or latest editions of the National Electrical Code, the Uniform Building Code, the Uniform Mechanical Code, the Uniform Fire Code and the Uniform Plumbing Code.
- (14) **Directive:** a written determination made by the Agency on any matter within the scope of the Agency's authority.
- (15) **Employee:** a person employed by any Gaming Enterprise of the Pueblo of Isleta. Can also be used to refer to a person employed by a vendor, agency or other entity.
- (16) **Executive Director:** the Executive Director of the Isleta Gaming Regulatory Agency.
- (17) **Gaming Activity:** Class II and Class III gaming, as defined in 25 CFR §502.3 and 502.4, and any other game as defined in these regulations.
- (18) **Gaming Area:** specific area(s) of a gaming facility where gaming activity is conducted.
- (19) **Gaming Enterprise:** the tribal entity created and designated by the Pueblo of Isleta as having authority to conduct gaming activity on Pueblo of Isleta lands. Also referred to as the **gaming operation**.
- (20) **Gaming Facility:** the buildings or structures in which Pueblo gaming is conducted on Pueblo of Isleta lands.
- (21) **Gaming Licensing Review Procedures:** those review procedures established by Pueblo of Isleta Tribal Council Resolution No. 2001-104 for appeal and review of any action by the Agency that denies, suspends or revokes a gaming license to any employee or vendor of, or to, the Gaming Enterprise.
- (22) **Gaming Operation:** the tribal entity created and designated by the Pueblo of Isleta as having authority to conduct gaming activity on Pueblo of Isleta lands. Also means the actual activity of gaming and activities at the gaming facilities located within the Pueblo of Isleta. Also referred to as the **Gaming Enterprise**.
- (23) **Gaming Vendor:** a person or entity that manufactures, distributes or sells gaming goods, gaming devices or equipment or provides gaming-related services.
- (24) **Gift:** any favor or gratuity or thing of value given voluntarily and without compensation which may give the appearance of improper influence.
- (25) **Gratuity:** any favor, gift, or thing of value, or any benefit for which fair market value is not paid. It can include, but is not limited to, entertainment, meals, beverages, recreation, hospitality, transportation, discounts, tickets, passes and promotional training.
- (26) **Governor:** the Governor of the Pueblo of Isleta.
- (27) **Identification Badge:** the official badge issued by the Agency to employees of the Gaming Enterprise or vendors providing goods or services with the Gaming Enterprise. May

also be referred to as **ID badge**.

(28) **License:** the official, legal and revocable permission granted by the Agency pursuant to the Ordinance and these regulations to an applicant to conduct or participate in gaming or certain non-gaming activities on tribal lands.

(29) **Licensee:** any person or entity who holds or has been issued a license by the Agency and is subject to the regulatory jurisdiction of the Agency for all gaming or certain non-gaming activities on tribal lands.

(30) **MICS:** the Minimum Internal Control Standards established, and as may be amended from time to time, by the National Indian Gaming Commission (NIGC).

(31) **NIGC:** the National Indian Gaming Commission.

(32) **Non-Gaming Vendor:** a person or entity who sells goods, products or services other than gaming goods or services.

(33) **Ordinance:** generally refers to the body of tribal law consisting of Pueblo of Isleta Ordinance 94-02: Permitted Gaming, enacted December 20, 1994; the First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming, enacted March 15, 1995; the Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming, enacted September 23, 1997; and any subsequent tribal ordinances adopted by the Tribal Council pertaining to authorized gaming on the lands of Isleta Pueblo. Also referred to as **tribal law(s)**.

(34) **Patron:** a customer of any Pueblo of Isleta Gaming Enterprise or operation.

(35) **Permittee:** a person or entity who has been issued and holds a temporary permit.

(36) **Premises:** the physical area encompassing the entire property where the Gaming Enterprise is located, and includes, but is not limited to the actual casino facility, the parking lots, outlying buildings and all other areas recognized as part of the Gaming Enterprise property. Also referred to as the **Gaming Enterprise premises or Gaming premises**.

(37) **Prize:** money, goods or services of any kind given to a patron upon winning a promotional contest through voluntary or involuntary entry in the promotional activity which shall include, but is not limited to, tournaments, drawings or contests sponsored by the Gaming Enterprise at the gaming facility or anywhere within the exterior boundaries of the U.S.

(38) **Pueblo:** the Pueblo of Isleta. Also referred to as **Tribe**.

(39) **Pueblo Gaming:** all gaming activities occurring within the lands of the Pueblo of Isleta.

(40) **Regulations:** the gaming regulations of the Pueblo of Isleta Gaming Regulatory Agency. Includes general rules, controls, policies or procedures incorporated, implemented and enforced by the Agency. May also refer generally to all applicable gaming regulations of Pueblo and the NIGC.

(41) **Solicitation:** to approach with a request or plea, to urge strongly, to entice, to obtain by persuasion.

- (42) **Standard Operating Procedures:** standard operating procedures established and approved for certain specific areas of gaming or the gaming operation. Also referred to as **SOPs**.
- (43) **State Gaming Representative:** that person designated by the State of New Mexico Gaming Control Board who is responsible for the actions of the State set out in the Tribal-State Compact.
- (44) **Temporary Permit:** a temporary document issued by the Agency for the sole purpose of allowing an individual to work for or provide services to the Gaming Enterprise pending the completion of a background check and issuance or denial of a license. A permit is not a gaming license and is not subject to the same process given to gaming licenses under the gaming license review procedures. Also referred to as **permit** and can include **work permit or vendor permit**.
- (45) **TICS:** the tribal internal control standards of the Pueblo of Isleta.
- (46) **Tribe:** the Pueblo of Isleta Indian tribe.
- (47) **Tribal Council:** the Tribal Council of the Pueblo of Isleta.
- (48) **Tribal Court:** the Tribal Courts of the Pueblo of Isleta.
- (49) **Tribal Lands:** all the lands of the Pueblo of Isleta.
- (50) **Tribal Laws:** for purposes of these regulations, the laws of the Pueblo of Isleta relating to gaming and gaming related activities occurring on tribal lands as currently in effect or may be subsequent enacted by the Pueblo of Isleta.
- (51) **Tribal Regulations:** for purposes of these regulations, the regulations of the Pueblo of Isleta relating to gaming and gaming related activities occurring on tribal lands as currently in effect or may be subsequently amended or enacted by the Pueblo of Isleta.
- (52) **Vendor:** Generally, a seller of goods, products or services. Can also be referred to as **gaming vendor or non-gaming vendor** depending on the specific type of goods, products or services sold or offered.

Legislative History/Authority: Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/12/03); Isleta Gaming Commission Regulation Chapter 7 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 16 (revised 12/16/99); 2007 Tribal-State Compact; NIGC Regulations.

REGULATION 2: GAMING REGULATORY AGENCY AUTHORITY, RESPONSIBILITIES AND DUTIES

2.1 Agency Purpose and Responsibility. The Agency's purpose is to regulate all aspects of gaming activity on the lands of the Pueblo of Isleta and ensure compliance with all applicable federal and tribal laws and regulations, and compact provisions. It is the Agency's responsibility to ensure that all gaming on tribal lands is conducted in a manner that protects and promotes the integrity of the Pueblo's gaming, provides safeguards for the property and assets of the Pueblo and its Gaming Enterprise, protects the environment, the public health and safety and the general welfare of the Pueblo.

2.2 Agency Authority. The Tribal Council determines the responsibilities of the Agency by Tribal Council Resolution and Tribal Ordinance. The Agency, on behalf of the Pueblo, shall:

A. Exercise any and all regulatory authority and duties of the Tribe as specified in the Pueblo's Gaming Ordinances, including background investigation and licensure of all employees and other persons required to be licensed under such Ordinances and the Agency shall assure compliance with such Ordinances by the Gaming Enterprise and any and all other persons involved in or associated with Pueblo gaming.

B. Perform any and all gaming regulatory duties required by, and shall assure compliance with, the Indian Gaming Regulatory Act, the regulations and authoritative rulings of the NIGC.

C. Act as the Tribal Gaming Agency described in the Compact and shall exercise the authority, carry out the responsibilities and perform the duties of the Tribal Gaming Agency specified in the Compact and shall ensure that Class III Pueblo gaming is conducted in accordance with the Compact. As such, the Agency will assure that the Pueblo will:

1. Operate all Class III gaming pursuant to the Compact, tribal law, the IGRA and other applicable federal law;
2. Provide for the physical safety of patrons in any gaming facility;
3. Provide for the physical safety of personnel employed by the Gaming Enterprise;
4. Provide for the physical safeguarding of assets transported to and from the gaming facility and cashier's cage department;
5. Provide for the protection of the property of the patrons and the Gaming Enterprise from illegal activity;
6. Participate in licensing of Primary Management Officials and Key Employees of a Class III Gaming Enterprise;
7. Detain persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities; and
8. Record and investigate any and all unusual occurrences related to Class

Ill gaming within the gaming facility.

D. Exercise the authority, carry out the responsibilities and perform the duties of the Regulatory Agency described in the regulations of the Pueblo of Isleta Gaming Regulatory Agency as may be enacted.

E. Ensure that the Pueblo's Gaming Enterprise establishes internal controls that are at least as restrictive as the NIGC's minimum internal controls, and shall provide regulatory oversight to ensure compliance with the established tribal internal controls.

F. Propose such revisions to the Isleta Gaming Regulations currently in effect as shall be necessary and appropriate to reflect the assumption of gaming regulatory responsibilities and duties by the Agency and the delegation of gaming regulatory authority to the Agency by Tribal Council. The Agency may also propose from time to time such amendments, supplements and deletions from the regulations as the Executive Director may determine to be necessary or appropriate for the effective regulation of Pueblo gaming. The Agency shall provide the Gaming Enterprise notice of and an opportunity to comment on any proposed amendments, supplements or deletions to the regulations prior to submission to the Tribal Council for approval. All amendments, supplements and deletions from the regulations shall be approved by Tribal Council prior to becoming effective.

G. Review and approve all Standard Operating Procedures (SOPs), including any new, amended or revised SOPs, for all Gaming operations, and provide regulatory oversight to ensure compliance with such SOPs.

H. Exercise such other authority, carry out such other responsibilities and perform such other duties as may be necessary to assure that the conduct of Pueblo gaming is in compliance with all applicable laws affecting the conduct of gaming and that all gaming on tribal lands is conducted in a manner that protects and promotes the integrity of the Pueblo's gaming, provides safeguards for the property and assets of the Pueblo and its Gaming Enterprise, protects the environment, the public health and safety and general welfare of the Pueblo.

2.3 Authority to Investigate, Inspect and Audit

A. Power to Investigate. The Agency may investigate any aspect of gaming activity within its jurisdiction or any person involved or proposing to become involved in any gaming or Gaming Enterprise activity in order to protect the public interest and the integrity of Pueblo gaming and to prevent improper or unlawful conduct in any gaming activity or facility. The term "investigate" shall include the authority to review and audit any document, record or aspect of gaming or activity at the gaming facility.

B. Unrestricted Access. The Agency and its staff shall have unrestricted access to the gaming facility during all hours of gaming activity and shall have immediate and unrestricted access to any and all areas of the gaming facility for the purpose of ensuring compliance with all applicable federal and tribal laws and regulations and the Compact, approved internal controls, game rules, policies and procedures, standards and directives. Such access shall be pursuant to an internal protocol developed by the Agency.

1. The Agency Executive Director, Investigators, Inspectors and Auditors shall have unrestricted access to all documentation, regardless of format, or information produced or utilized by any Pueblo gaming operation. This includes,

but is not limited to, personnel records, payroll records, audit and accounting records, security records, surveillance records or any records produced by any department or individual within the gaming operation.

2. Any document requested by Agency staff from any individual department or employee of the gaming operation shall be delivered to the Agency immediately upon written or verbal request, if possible, or within twenty-four (24) hours. Any verbal request by the Agency for information shall be followed by written documentation of such request. The Agency must be contacted in the event that additional time is needed to comply with the document request. At that time, the Agency shall consider the request for additional time and may, within its discretion, authorize an extension of time for submission of the requested document. Such Agency authorization must be in writing.

C. Right to Inspect Property. In addition to the right to investigate, the Agency reserves the right, for reasonable cause, to inspect all Pueblo-owned or employee-owned personal property on or in the gaming operation facilities for prohibited substances or instances of prohibited activities. The Agency may inspect the gaming operation facilities or premises and the inspection may include, but is not limited to, gaming operation vehicles, briefcases, purses, desks, lockers and personal items brought onto the gaming operation premises. If prohibited substances or other prohibited items are found, the items may be taken into custody and turned over to appropriate law enforcement authorities.

D. Refusal to Submit to Inspection. Any employee or vendor who refuses to submit to an inspection may be removed from the Gaming Enterprise premises and may be required to immediately surrender their gaming license. Any patron or other visitor to the Gaming Enterprise premises who refuses to submit to an inspection may be removed from the premises and subject to exclusion from the premises.

2.4 Limitations on Agency Authority.

A. Unless expressly authorized by Pueblo of Isleta Tribal Council Resolution, the Agency may not:

1. Enter agreements of any kind for the Pueblo.
2. Pledge the credit of the Pueblo.
3. Dispose of or encumber real or personal property of the Pueblo.
4. Waive any right of, or release any obligation owed to the Pueblo of Isleta.
5. Waive any other rights, privileges, or immunities of the Pueblo of Isleta.
6. Approve unbudgeted expenditures.

2.5 Agency Reporting Requirements to Tribal Council. The Agency must submit to the Governor and the Tribal Council reports outlining Agency activities and recommendations no less frequently than quarterly, or as directed by the Governor and the Tribal Council. The Agency can recommend changes at any time to the Tribal Council.

2.6 Agency Reports to Other Entities. The Agency, as the Tribal Gaming Agency, is responsible for the submission of all reports required by the Compact, including annual certification to the State Gaming Representative that the Agency has met its obligations under the Compact, and monitoring compliance with the IGRA or regulations promulgated thereunder.

2.7 Sovereign Immunity of Agency. The Agency, as an integral part of the Tribal Government of the Pueblo of Isleta, shall possess sovereign immunity from suit, except as otherwise may be specifically approved by the Tribal Council.

2.8 Waiver. The Agency may waive requirements of the Agency regulations in certain limited and unique circumstances. Waivers of Agency regulations must be limited and are not to be routinely granted.

A. Process Required. All requests for a waiver or exemption from the regulations must be made in writing to the Agency. Such request must be timely made and specify the justification for the waiver or exemption. The Agency will then review the waiver request and make a written determination as to whether, in its discretion, a waiver or exemption is appropriate. All regulatory requirements remain in effect until and unless the Agency authorizes such a waiver or exemption.

B. Notice to Agency of Tribal Council Action. In the event that the Tribal Council authorizes a waiver of a particular requirement of tribal gaming law or regulation at the request of, or on behalf of the Gaming Enterprise or licensee, it is the responsibility of the Gaming Enterprise management to provide complete documentation in the form of a Tribal Council resolution of such authorized waiver or exemption to the Agency to ensure that the Agency is notified of the Tribal Council action. Variances from the tribal internal control standards must be limited and are not to be routinely granted.

C. Disciplinary Action. Failure to obtain prior written authorization for a waiver or exemption from the Agency prior to taking action or failure to provide notice and supporting documentation of Tribal Council authorization of an exemption or waiver will constitute grounds for disciplinary action by the Agency.

Legislative History/Authority: Tribal Council Resolution No. 01-006 establishing Isleta Pueblo Gaming Regulatory Agency and rescinding Tribal Council Resolutions 95-03 and 00-108 (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); 2007 Tribal-State Compact; IGRA; NIGC Regulations and MICS.

REGULATION 3: GAMING REGULATORY AGENCY COMPOSITION AND PROCEDURES

3.1 Agency Composition. The Agency shall be composed of an Executive Director and such staff as shall be necessary and appropriate to carry out the duties and responsibilities delegated to the Agency by the Tribal Council.

3.2 Executive Director.

A. All of the authority, responsibility and duties delegated to the Agency shall be exercised by the Executive Director. The Executive Director may delegate any of such authority, responsibilities and duties to members of the Agency staff, provided that the Director shall remain responsible to ensure the assigned responsibilities and duties are effectively carried out.

B. The Executive Director shall be appointed by the Tribal Council; provided that the Executive Director may be removed at any time if a majority of the total number of members of the Tribal Council find that such removal is in the interest of effective regulation of Pueblo Gaming.

C. No member of Tribal Council shall serve as Executive Director or be employed by the Agency during the term of his or her service as a Tribal Council person.

3.3 Agency Staff.

A. The Executive Director and Agency staff are employees of the Pueblo of Isleta Tribal Government and are not employees of the Gaming Enterprise.

B. The Executive Director shall supervise all Agency staff in accordance with the Pueblo of Isleta Personnel Policies and procedures and such other laws, policies and procedures that may apply to the employees of the Pueblo of Isleta generally, or to the Agency staff specifically.

3.4 Agency Operations.

A. The Executive Director shall annually propose a budget for the Agency and provide appropriate justification for all budgeted items and the necessity for the effective regulation of Pueblo gaming. The Tribal Council shall annually approve a budget for the Agency and appropriate such funds as may be necessary to allow the Agency to effectively regulate Pueblo gaming.

B. The Executive Director is responsible for authorizing all expenditures from the approved budget. The Executive Director may delegate to Agency staff such authority over the expenditure of budgeted funds as deemed necessary or appropriate to carry out the Agency duties and responsibilities.

3.5 Agency Investigation Procedures

A. Discovery or Reporting of Wrongdoing. Upon discovery or reporting of an allegation of impropriety, suspicious activity, noncompliance or violation of applicable federal, state or tribal laws and regulations, approved internal controls, game rules, policies,

procedures, standards, or conduct which would discredit the Pueblo or gaming activity-on tribal land, the Agency shall immediately determine whether further investigation is necessary.

1. **Violations Discovered by Licensees.** Any violation or suspected violation of the applicable laws and regulations, controls, rules, policies, procedures, standards, or conduct which would discredit the Pueblo or gaming activity on tribal land, discovered by a licensee must be reported directly to either a) the licensee's immediate supervisor or through any other appropriate chain of command, or b) the Agency for appropriate investigation.
2. **Written Report and Corrective Actions Taken.** If the licensee notifies their immediate supervisor or other management official of the violation or alleged violation, the supervisor or management official shall report to the Agency stating the specific type of violation and the actions taken, or to be taken, if any, to correct the problem.
3. **No Retaliation Allowed.** The Gamin Enterprise or its management shall not take any adverse or retaliatory action, such as discharge, demotion, coercion or threat, against any licensee who a) reports such violation, suspected violation or conduct to their supervisor or the Agency or b) cooperates with an investigation by the Agency.

B. Investigation Warranted. When an investigation is warranted, the Agency shall undertake any and all actions it deems necessary to inquire into a matter or circumstances that could be a violation or alleged violation of an applicable law and regulation or other requisite standard, policy or procedure, or conduct which would discredit the Pueblo or gaming activity on tribal land. The Agency shall conduct the investigation in a manner it deems necessary to properly and thoroughly investigate the matter.

C. Notice of Investigation. In the event of any investigation, the Agency, in its discretion, may elect to issue a notice of investigation, specifying the particular matter(s) to be investigated and the manner in which the investigation will proceed, including the time and place of any scheduled times for the receipt of testimony or other evidence pertaining to the investigation. The Agency shall provide copies of the notice of investigation to parties who have a need for such notice. However, the Agency shall not be required to issue a notice of investigation prior to commencing any type or level of investigation where the subject of the investigation must be conducted in a restricted and confidential manner.

D. Confidentiality of Investigation.

1. When conducting an investigation, the Agency will keep confidential the identity of each person or entity interviewed in the course of the investigation.
2. During the course of any Agency investigation, the Gaming Enterprise employees, other persons, or entities that are interviewed must maintain the confidentiality of the subject matter discussed with the Agency staff and shall not breach this confidentiality to any third party unless otherwise required by law. A third party includes, but is not limited to, co-workers, supervisors, managers, immediate family members or other relatives, government and law enforcement agencies, etc. Retaliation, in any form, by an employee or superior toward the interviewed individual who maintains the required confidentiality will constitute

grounds for disciplinary action by the Agency against the perpetrator.

E. Release of Investigative Information. The Agency shall not jeopardize any investigation through the untimely or inappropriate release of any investigative information, including evidence, to any third party prior to the completion of the investigation, unless required to do so by law. Information and evidence may be released to the following entities upon approval of the Agency:

1. National Indian Gaming Commission (NIGC);
2. Federal Bureau of Investigation (FBI);
3. An authorized representative of a federal, tribal, state, or local government law enforcement agency or court when the information sought relates to a civil, criminal or regulatory investigation or prosecution.

F. Limitations on Investigations. If during the course of an investigation it is discovered that the matter exceeds the investigatory authority of the Agency, the Agency shall notify the proper law enforcement authorities and take such action to preserve the information and evidence obtained by the Agency to that point. In the event that the investigation is to be turned over to another entity, the Agency shall obtain a written receipt for evidence prior to releasing any gathered evidence to the acquiring entity if necessary.

3.6 Agency Hearings. In those instances where a hearing before the Agency is required by law or regulation, or in instances where the Agency determines that a hearing is necessary or appropriate based on the particular situation, the Agency shall conduct such hearings as follows:

A. Notice. The Agency shall schedule a hearing and give the applicant written notice of such a hearing at least five (5) days prior to the date of the hearing. The notice shall specify the date, time and place of the hearing and the particular matter to be heard. The parties may agree in writing to waive the five (5) day notice requirement to allow a hearing to be heard sooner.

B. Hearing Procedures. Generally, hearings before the Agency shall be conducted in an informal manner. However, the Agency, in its discretion, may impose more formal hearing procedures for any particular hearing. If requested by the Agency or the party, the hearing may be recorded by the Agency on audio tape or other means of sound reproduction. The party appearing before the Agency shall be entitled to submit sworn testimony under oath, documents or evidence relevant to the specific issue that is the subject of the hearing. Anyone presenting testimony shall be administered an oath of truthful testimony.

C. Evidence. The hearing need not be conducted according to technical rules of evidence but the Agency shall use its discretion to assure that the evidence submitted is competent, relevant and material to the matters at issue, and is reasonably trustworthy.

D. Determinations Based on Hearing. The Agency shall issue a written decision on the merits of the matter within ten (10) days after such hearing. The Agency may, in its discretion, require the parties to provide additional testimony or other evidence before rendering a decision. If the determination is to suspend, revoke or deny the license, the Agency shall give notice of the determination in accordance with Regulation 7.12.B or 7.14.C or 7.9.D.3. Those

actions are subject to appeal pursuant to the Gaming License Review Procedures. If the determination is to impose conditions upon a license or impose other sanctions, the Agency shall give notice of such conditions or other sanctions to the party in accordance with this Regulation or Regulation 7.16.B. Such Agency actions are not subject to review or appeal under the Gaming License Review Procedures which is limited to review or appeal of a suspension, revocation or denial of a license.

3.7 Agency Employee Badges. All Agency employees must possess an ID badge issued by the Agency that is readily available and verifiable.

A. Possession of ID Badge Required. All Agency employees shall possess on their person their ID badge at all times while on the premises or in the Gaming Enterprise facility, including but not limited to, working hours, attendance at meetings or attending to other matters on the premises. No employee is allowed on the premises or in any facility of the Gaming Enterprise without an ID badge. Neglect or failure to bring an ID badge to work will result in the employee being sent home to retrieve the badge. Employee ID badges must be readily available to ensure proper and authorized access to various areas of the facilities.

B. Lost Badges. Agency employees who lose their ID badge are required to immediately report the loss to the Agency to obtain a replacement badge. In the event that the Agency office is closed, a Visitor's badge may be issued by Security for that immediate work shift and the employee shall report the loss to the Agency as soon as possible thereafter. Failure to report a lost badge is considered a violation subject to disciplinary action. The employee is responsible for payment of all fees associated with the reissuance of their ID badge.

C. Termination of Employment. When an employee terminates their employment with the Agency, either voluntarily or involuntarily, the ID badge shall be returned to the Agency before any final paycheck is issued to the individual. The returned ID badge shall be processed in accordance with Agency procedures for ID badges.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Isleta Gaming Regulatory Agency (adopted 1/16/02); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/12/03); Isleta Gaming Commission Regulation Chapter 6 (revised 12/16/99); Isleta Gaming Commission Regulation 19 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 21 (adopted 2/13/01); Pueblo of Isleta Gaming License Review Procedures (enacted 8/29/01); 2007 Tribal-State Compact.

REGULATION 4: ENFORCEMENT AND DISCIPLINARY ACTIONS**4.1 General Enforcement Policy.**

A. It is the Agency's policy that:

1. All gaming on tribal lands be conducted in a manner that protects the public health, safety, general welfare; protects the property and assets of the Pueblo and its gaming operation; and complies with all applicable federal, tribal and state gaming laws and regulations, the Compact, approved internal controls, game rules, policies and procedures, standards and directives;

2. Any activity of individuals and entities licensed by the Agency shall be conducted in compliance with all applicable laws, regulations and other applicable authorities and in a manner that does not reflect or tend to reflect negatively upon the Pueblo and its gaming operation.

B. Any activity on the part of the gaming operation, its employees, any vendor and their agents or employees that is contrary or damaging to the public health, safety, general welfare, property and assets of the Pueblo and its gaming operation or is in violation of any applicable federal, tribal and state gaming laws and regulations, the Compact, approved internal controls, game rules, policies and procedures, standards and directives shall be grounds for enforcement action by the Agency.

C. Nothing in this regulation shall be interpreted as constituting any waiver of or limitation on the Agency's right to invoke enforcement or disciplinary measures as may be appropriate nor shall it constitute any waiver of or limitation on employees' and vendors' responsibilities.

4.2 Disciplinary Measures. The Agency may utilize the following types of disciplinary measure(s) when addressing infractions or violations of any applicable federal, tribal and state gaming laws and regulation, the Compact, approved internal control, standards, policies and procedures or directives, provided the Agency is not required to follow any particular succession when taking disciplinary action and may issue more than one type, or any combination of disciplinary measure depending on the violation:

- A. Exclusion from a Gaming Operation;
- B. Prohibition of a Particular Event;
- C. Denial of a License;
- D. Conditions Placed on a License;
- E. Suspension of a License;
- F. Revocation of a License; and
- G. Civil Fines/Penalties.

4.3 Disciplinary Determination Factors. The Agency shall review each Notice of

Infraction or Notice of Violation to determine what, if any, disciplinary action should be taken and/or whether a civil penalty will be assessed, and the amount for such civil fine or penalty. The Agency may consider the following factors in making its determination:

A. Seriousness of the Violation. The Agency may adjust the disciplinary action to reflect the seriousness of the violation. In doing so, the Agency shall consider the extent to which the violation threatens the integrity of Pueblo gaming.

B. Continuing Violation. If noncompliance continues for more than one day, the Agency may treat each daily violative act or omission as a separate violation for purposes of the total disciplinary action to be taken.

C. History of Violations. The Agency may adjust the disciplinary action based on the licensee's history of violations over the preceding year, the type of violations, the corrective actions taken and the licensee's overall compliance record.

D. Negligence or Willfulness. The Agency may adjust the disciplinary action based on the degree of fault of the licensee in causing or failing to correct the violation, either through act or omission.

E. Economic Benefit of Noncompliance. The Agency shall consider the extent to which the licensee obtained an economic benefit from the noncompliance that gave rise to a notice of violation, as well as the likelihood of escaping detection. The Agency may consider the documented benefits derived from the noncompliance, or may rely on reasonable assumptions regarding the benefits.

F. Good Faith. The Agency may adjust the disciplinary action based on the degree of good faith of the licensee in attempting to achieve rapid compliance after notification of the violation.

G. Other Factors. The Agency may consider any other factors the Agency in its discretion may deem relevant.

4.4 Payment by the Person Assessed. Civil penalties assessed under these regulations are the responsibility of the person assessed and shall not be paid or covered in any manner by the Gaming Enterprise, unless the fine or penalty is specifically assessed against the Gaming Enterprise.

4.5 Enforcement Process. The following process will be used by the Agency when addressing violations of any applicable federal, tribal and state gaming law or regulation, Compact, approved internal control, standards, policies and procedures or directive, provided that the Agency is not required to follow any particular succession in the enforcement process depending on the violation:

A. Informal Process. Depending on the nature of the violation, the Agency has the discretion to address the violation through an informal process. The Agency shall document the violation and establish a set time for corrective action and follow up. If the matter is resolved through this process, no further Agency action may be needed.

B. Notice of Infraction. The Agency may issue a Notice of Infraction for any violation that is deemed by the Agency to be of a less serious nature and is subject to

appropriate and timely corrective action. A Notice of Infraction is typically, but not always, the initial step in the formal enforcement process.

1. Corrective Action Required. Each Notice of Infraction must include the corrective action to be taken by the responsible supervisor and/or the manager or licensee and include any preventive measures to be implemented to prevent recurrence. The Notice of Infraction shall specify the date and/or time when corrective action responses are expected to be completed by the licensee. A copy of the Notice of Infraction shall be sent to the Gaming Enterprise General Manager.

2. Follow up on Corrective Action. The Agency shall follow up on the proposed corrective action to ensure completion in a timely manner.

3. Resolution of Violation with Corrective Action. Timely corrective and/or preventative action may be all that is necessary, in the discretion of the Agency, to address the violation and no further disciplinary action may be needed or taken. However, the Agency reserves the right to take additional disciplinary action on any Notice of Infraction.

4. Agency Determination. The Agency shall determine whether the violation or failure to take corrective action would justify the imposition of additional or further disciplinary action. Final determination or action on each Notice of Infraction rests with the Agency.

5. Infraction File. The Agency shall establish and maintain an Infraction file which contains a copy of all Notices of Infractions that are issued. Also to be included are records relating to the corrective action that was required and completed for each Notice of Infraction. The Agency, in the process of suitability determinations, suspension or revocation actions or other licensing related actions, may refer to the Infraction file.

C. Notice of Violation. The Agency may issue a Notice of Violation for any violation that is deemed by the Agency to be of a serious nature or in the event the management of the Gaming Enterprise or a licensee fails to respond or to take adequate corrective action to a Notice of Infraction. Depending on the severity of any violation, the Agency reserves the right to overstep the processes described in Sections A and B above and issue a Notice of Violation and take any and all disciplinary action deemed necessary against a licensee based on the Notice of Violation.

D. Agency Determination on Violation. The Agency shall notify the licensee in writing of the Agency's determination on the Notice of Violation. A copy of the determination shall also be sent to the Gaming Enterprise if the licensee is an individual or entity other than the Gaming Enterprise. In the event that the Agency determines that the violation warrants disciplinary action in the form of a suspension, revocation or denial of a license, the Agency shall provide notice of such action pursuant to Regulation 7.12.B or 7.14.C or 7.9.D.3. Those actions are subject to appeal pursuant to the Gaming License Review Procedures. In the event that the Agency determines that the violation warrants disciplinary action in the form of a civil fine or penalty or placement of conditions on a license or other disciplinary action, the Agency shall provide written notice to the licensee of such conditions or fines or penalty pursuant to this Regulation or Regulation 7.16.B. Such Agency actions are not subject to review or appeal

under the Gaming License Review Procedures which is limited to review or appeal of a suspension, revocation or denial of a license.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Isleta Gaming License Review Procedures (enacted 8/29/01); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/12/03); 2007 Tribal-State Compact; IGRA; and NIGC Regulations.

REGULATION 5: CODE OF CONDUCT AND RELATED MATTERS

5.1 Policy. The Agency shall act as the independent gaming regulator of all Pueblo Gaming and shall maintain the highest standards of integrity and diligence in its work. In addition, all employees, contractors and agents of the Gaming Enterprise and the Agency must maintain the highest standards of personal integrity, truthfulness, and honesty in all their activities. This regulation is intended to complement tribal laws, regulations and employment policies in matters involving all persons engaged in gaming activity on Tribal land and the regulation thereof. Their conduct should in no way cast a negative reflection on the Pueblo, its members, its Gaming Enterprise or the Agency. It is essential to avoid all situations where private interest in outside business activities and opportunity for personal or financial gain might result in unusual or favorable treatment or allow undue influence with regard to daily business dealings or regulatory decisions. It is equally important to avoid circumstances, conduct and outside personal and business activities which, per se, do not constitute wrong doing or a conflict of interest but, nonetheless, might appear questionable to the Pueblo or the general public.

A. Tribal Officials. For purposes of this Regulation, the term "Tribal Officials" includes the Governor, First Lieutenant Governor, Second Lieutenant Governor, Sheriff, Under Sheriffs, Tribal Council members, and Tribal Treasurer.

5.2 Code of Conduct.

A. Generally. The Agency, Agency staff, Gaming Enterprise management, employees, agents and vendors to the Gaming Enterprise, and Tribal Officials are expected to:

1. Conduct business with the highest degree of integrity, honesty, candor, objectivity, and fairness.
2. Deliver quality products and services that meet commitments made to sponsors concerning performance, cost, and schedule, and maintain and promote customers' confidence in the Pueblo's Gaming Enterprise.
3. Provide an environment that recognizes diversity and demands respect for the individuals.
4. Comply with both the letter and the spirit of all laws and regulations that apply to the Pueblo's Gaming Enterprise activities.
5. Administer and perform contractual duties and programs in a manner that satisfies both legal obligations and the Pueblo's high standards of integrity and quality.
6. Handle classified, unclassified, controlled access, private, confidential and proprietary information in a proper manner.
7. Promptly report any suspected violations of laws, regulations, or standard operating procedures to appropriate Pueblo gaming personnel or the Agency.
8. Adhere to all standards of confidentiality set forth in all laws, regulations, and standard operating procedures.

9. Acquire goods and services only as authorized by the management, operating contract, and standard operating procedures.
10. Carefully avoid any situation, which will compromise the Pueblo's competitive position or result in a potential conflict of interest.

5.3 Conflict of Interest.

A. Generally. A conflict of interest is a relationship or situation that exists or may exist concerning any Agency staff, their immediate family, Gaming Enterprise employees, the employee's immediate family, agents, vendors, or patrons which directly or indirectly relates to the Gaming Enterprise or gaming activity or the regulation thereof, and could:

1. Diminish the Agency staff or gaming employee's impartiality;
2. Result in an Agency staff member, or their immediate family, being given an unfair personal or financial advantage;
3. Result in a gaming employee, or their immediate family, being given an unfair personal or financial advantage;
4. Result in the vendor, patron or agent being given an unfair personal or financial advantage.

B. Gaming Enterprise Employees.

1. A conflict of interest occurs when any employee is in a situation in which he or she can gain from information or from personal contact and such gain or potential gain would not be available except through employment with the Pueblo's Gaming Enterprise. Such conflict of interest is to the benefit of the employee or to the detriment of the Gaming Enterprise, either monetarily or to its public image. All such situations are strictly prohibited.
2. Employees must avoid financial, business, and personal relationships which might be opposed to Pueblo Gaming Enterprise interests or which might impair independent judgment related to Pueblo gaming matters.
3. Every Gaming Enterprise employee who has an interest in, or a personal relationship with, a supplier, vendor, other employee, or Agency employee must report this fact and carefully follow any precautionary steps established by management and/or this regulation. The Gaming Enterprise's Human Resource Department shall have policies and procedures for reporting possible conflicts of interest and outside employment by Gaming Enterprise employees.
4. All Gaming Enterprise employees are prohibited from participating or engaging in any business or activity or providing services outside the Pueblo's Gaming Enterprise which are in any way similar to the work he/she does for the Pueblo of Isleta.
5. All Gaming Enterprise employees are strictly prohibited from receiving any compensation, loan, gift, benefit, or unusual hospitality of any value from any

patron, supplier, vendor, other employee, or official to the Gaming Enterprise except as provided in accordance with Regulation 5.7.

6. All Gaming Enterprise employees are strictly prohibited from disclosing, revealing, or sharing, in any way or form, confidential information, proprietary information, or inside information which may give an unfair advantage or benefit to a patron, vendor, official, or another employee when pursuing transactions, employment, employment promotions or activities with the Gaming Enterprise in accordance with Regulation 6.20.

7. An employee in any management position will not directly supervise, in any way or form, an immediate family member in a subordinate position.

8. An employee in any management or authority position will not preside over or participate in a disciplinary process, in any way, of an immediate family member in a subordinate position. This includes, but is not limited to, grievances, disputes, etc.

9. An employee in any management or authority position will not preside over or participate in the evaluation process, in any way, of an immediate family member in a subordinate position. This includes, but is not limited to, employment evaluations, promotions, pay raises, etc.

10. An employee in any management or authority position will not participate in any business transaction, in any way or form, with a vendor who is an immediate family member.

11. In the event that a situation arises in which an employee, in any management or authority position, is related to a subordinate employee or business vendor, that employee will immediately excuse himself/herself from participating in any such proceeding and/or transaction and advise the other party that this situation needs to be dealt with by an objective individual(s) higher in the chain-of-command of the Gaming Enterprise. This may make it necessary for the Agency, Governor, or Tribal Council to preside over said situation, proceeding, or transaction depending on the particular situation.

C. Vendors.

1. A conflict of interest occurs when any vendor is in a situation in which they can gain from information or from personal contact, and such gain or potential gain would not be available except through contact with the Gaming Enterprise. Such conflict of interest is to the benefit of the vendor or to the detriment of the Gaming Enterprise, either monetarily or to its' public image. All such situations are strictly prohibited.

2. Vendors must avoid financial, business, and personal relationships with Gaming Enterprise and Agency personnel which might be contrary to Gaming Enterprise interests or which might impair the independent judgment or regulation of such personnel related to gaming matters.

3. All vendors who have an interest in or a relationship with an employee of

the Pueblo's Gaming Enterprise or the Agency must report this fact. Vendors or potential vendors must report any conflict of interest or potential conflict of interest on the Vendor Licensing Application. The Agency will then, in its discretion, address such a potential conflict of writing, via hearing or other acceptable method.

4. A vendor will not perform, propose to perform, or participate in any business transaction directly with an immediate family member who is employed by the Gaming Enterprise or Agency.

5. All vendors are strictly prohibited from giving or offering or proposing to offer any compensation, loan, gift, gratuity, benefit, or unusual hospitality of any value to any Agency staff member, Gaming Enterprise employee, or Tribal Official, with whom they are performing any gaming activity or transaction or with whom they are seeking licenser or are subject to regulatory authority.

D. Agency Employees and Tribal Officials.

1. A conflict of interest occurs when any Agency staff member, or Tribal Official is in a situation in which he or she can gain from information or from personal contact and such gain or potential gain would not be available except through association with the Gaming Enterprise or regulation thereof. Such conflict of interest is to the benefit of the Agency staff member, or Tribal Official or to the detriment of the Gaming Enterprise or the Agency, either monetarily or to its public image. All such situations are strictly prohibited.

2. Agency staff, and Tribal Officials must avoid financial, business, and personal relationships which might be contrary to Gaming Enterprise interests or which might impair independent judgment related to Pueblo gaming matters.

3. Each Agency staff member or Tribal Official who has an interest in or a relationship with a vendor, supplier, or an employee of the Gaming Enterprise must report this fact and all conflicts of interest or potential conflicts of interest, in writing, via interoffice memo, letter, etc., to the Executive Director, appropriate Agency or Tribal Official. The Executive Director will then, if necessary, address such a potential conflict in writing, via hearing or other acceptable method.

4. In the event that a situation arises in which an Agency staff member, or Tribal Official is related, through immediate family ties, to a subordinate Agency employee, Gaming Enterprise employee, or business vendor, that particular Agency staff member, or Tribal Official will immediately excuse himself or herself from participating in any proceeding and/or transaction and advise the other party that this situation needs to be dealt with by an objective individual(s) either on the same level or higher in the chain of command of the Agency or Gaming Enterprise or tribal administration. This may make it necessary for the Agency, Governor, or Tribal Council to preside over said situation, proceeding, or transaction depending on the particular situation.

5. An Agency staff member, or Tribal Official will not perform, propose to perform, or participate in any business transaction directly with an immediate family member who is a vendor to or employed by the Isleta Gaming Enterprise.

6. All Agency staff members, and Tribal Officials are strictly prohibited from giving or offering or proposing to offer any compensation, loan, gift, gratuity, benefit, or unusual hospitality of any value to another Agency staff member, or Tribal Official or Gaming Enterprise employee, vendor, or patron with whom they are performing any activity or transaction or over whom they exercise regulatory authority.

7. Agency employees shall avoid frequent social contact with persons who come under their regulatory authority.

5.4 Outside Employment.

A. Gaming Enterprise Employees. Gaming Enterprise employees are required to comply with approved standard operating procedures (SOPs) and personnel policies regarding outside employment while employed by the Gaming Enterprise.

B. Agency Employees.

1. Agency employees shall not engage in outside employment or perform work for pay or other compensation if such employment:

- a. creates or appears to create a conflict of interest;
- b. Interferes in any manner with the proper and effective regulation or performance of duties as an Agency employee;
- c. is in a field directly related to gaming;
- d. could subject the Agency, the Gaming Enterprise or the Pueblo to criticism or embarrassment.

2. Agency employees must disclose, in advance, all consulting or other outside employment, including self-employment, that the employee proposes to undertake. The proposed outside employment shall not begin prior to approval by the Executive Director, or in the case of the Executive Director seeking outside employment, the Governor.

5.5 Prohibited Activities - Gaming Enterprise Employees. Gaming Enterprise employees are required to comply with approved standard operating procedures (SOPs) and personnel policies regarding prohibited activities while employed by the Gaming Enterprise.

5.6 Prohibited Activities - Agency Employees.

A. Gaming at Tribal Gaming Facility. Neither the Executive Director or Agency employee shall participate in any form of Pueblo gaming on Tribal land at any time while employed by the Agency.

5.7 Gifts, Gratuities and Solicitations

A. General Policy. All activities of the Gaming Enterprise, its employees, vendors and Agency staff must be above reproach as relating to gifts and/or gratuities and any practices

that might result in unusual or favorable treatment or allow undue influence of judgment. Solicitation of the Gaming Enterprise for resources or financial support is subject to specific limitations and general solicitation activities by employees, vendors or Agency staff occurring on or within the gaming facilities are generally prohibited.

B. Gifts to Gaming Enterprise Employees. Employees of the Gaming Enterprise are prohibited from accepting a gift or gratuity in any form which might appear to be a solicitation, kickback, enticement, refund, perk or "under the table" item from any individual, such as patrons, other employees, vendors or others, at any time or any place at, or away from, the Gaming Enterprise premises.

1. Exceptions. An employee of the Gaming Enterprise may receive a gift or gratuity in the following limited situations:

- a. When such a gift or gratuity is offered or given by the Gaming Enterprise and such gift or gratuity is given or offered to all employees, or is won at an employee function where all employees are eligible to win the prize, or is given to the employee as part of an employee incentive program for which all employees are eligible and is pursuant to an approved SOP. This applies to gifts and gratuities which may have been donated by a vendor of the Gaming Enterprise for these purposes. The Gaming Enterprise shall disclose to the Agency all instances where vendor contributions or donations were or are anticipated to be offered or given to Gaming Enterprise employees in accordance with this Section.

C. Gifts to Agency Employees. The Executive Director nor any Agency employee shall not accept or receive any gift or gratuity from any person subject to Agency regulation. Likewise, any person or entity subject to Agency regulation, and every officer, agent or employee thereof, is prohibited from offering or giving any gift or gratuity to the Executive Director or any Agency employee or any member of either of their immediate families.

1. Exception. A non-supervisory employee of the Agency may receive a gift or gratuity in the following limited situations:

- a. When such a gift or gratuity is offered or given by the Tribal Administration and such gift or gratuity is also offered or given to other tribal administration departments, offices or employees, is won at an employee function where all employees are eligible to win the prize, or is given to the employee as part of an employee incentive program for which all Agency employees are eligible. This applies to gifts and gratuities which may have been donated by a vendor of the Gaming Enterprise for these purposes.

D. Solicitations for Money or Contributions. Generally, individuals not affiliated with the Gaming Enterprise or the Agency, who solicit money or items from the Gaming Enterprise for sponsorship, donations, support or other circumstances must be referred to the Gaming Enterprise for review and prior approval. No Gaming Enterprise or Agency employee shall solicit, in any manner, or distribute materials, in any form, for charities or causes, at or within the Gaming Enterprise premises without prior authorization from the Gaming Enterprise

and the Agency.

E. Offering Gifts, Gratuities or Entertainment to Tribal Officials. Generally, employees of the Gaming Enterprise or the Agency or vendors are strictly prohibited from offering or giving gifts, gratuities or entertainment to Tribal Officials. This includes, but is not limited to, items such as meals, tickets to sporting or other entertainment events, transportation, or clothing, except in the following limited circumstances:

1. Tribal Official Ticket Policy. Tribal Officials are allowed to obtain up to four (4) complimentary tickets to any event staged at the Gaming Enterprise premises. These tickets may be used to entertain individuals at their discretion.

- a. Tickets for Tribal Officials under this policy shall be obtained through the Tribal Council Office utilizing a standard request form which will be forwarded via fax to the General Manager of Gaming Enterprise.
- b. There will be occasions where sponsorship tickets will be available in limited quantities for events held off of the casino premises that are sponsored by the Gaming Enterprise. In the event of limited quantities, tickets will be obtained through a lottery. Sponsorship tickets shall not be donated to any other person not eligible to receive such tickets.

5.8 Enforcement Responsibility

A. Agency. For the Agency, its employees, and licensees (other than employees of the Gaming Enterprise), enforcement of this regulation is the responsibility of the Agency, through the Executive Director. This regulation will be enforced in an impartial and independent manner.

B. Gaming Enterprise. For any gaming operation and its employees, enforcement of the requirements of this regulation is the responsibility of the Gaming Enterprise management. Failure to enforce the requirements this regulation can result in penalties or disciplinary actions by the Agency.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Tribal Council Resolution No. 2003-023 Pueblo of Isleta Gaming Regulatory Agency Government-to-Government Event Tickets (adopted 2/21/03); Tribal Council Resolution No. 05-040 Casino Employee Incentive Activities (adopted 3/14/05); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 16 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 18 (revised 12/16/99)

REGULATION 6: GENERAL OPERATING REGULATIONS**6.1 Methods of Operation**

A. Generally. It is the Agency's responsibility to require that all gaming on tribal lands is conducted in a manner that protects and promotes the integrity of the Pueblo's gaming; provides safeguards for the property and assets of the Gaming Enterprise; protects the environment; the public health and safety and general welfare of the Pueblo.

B. Responsibility for Required and Appropriate Methods of Operation. Responsibility for the implementation and use of required and appropriate methods of operation rests with the Gaming Enterprise. Willful or persistent use of, or tolerance of unsuitable methods of operation may constitute grounds for disciplinary action by the Agency.

C. Grounds for Disciplinary Action. Any activity of the Gaming Enterprise, its agents or employees that is harmful or detrimental to the property and assets of the Gaming Enterprise, the environment, public health and safety, and general welfare of the Pueblo, or brings discredit or has the potential to reflect negatively upon the Pueblo or its Gaming Enterprise, can be an unsuitable method of operation, and such activity may be grounds for disciplinary action under Regulation 4.

6.2 Underage Gaming Patrons or Employees; Minors in Gaming Areas. No person under twenty-one (21) years of age shall be permitted to participate in Class III gaming or be hired or job assigned to a position involving Class III gaming. No person under twenty-one (21) years of age shall be permitted in a Class III gaming area unless accompanied by an adult and for the purpose of getting to another non-restricted area.

A. Employee exception. The Gaming Enterprise may hire employees under the age of twenty-one (21) in positions involving a clerical function, food or nonalcoholic beverage preparation or dispensing function or maintenance function which does not involve participation in Class III gaming activities. However, no person under the age of eighteen (18) may be employed by the Gaming Enterprise in any capacity.

6.3 Equivalent Standards for Gaming Operation. The standards for the gaming operation shall be equivalent to those contained in the federal Fair Labor Standards Act of 1938 (FLSA), the federal Occupational Safety and Health Act of 1970 (OSHA), the federal Family and Medical Leave Act (FMLA), and the regulations issued pursuant to those acts.

6.4 Construction Wages. Any proposed construction project at a gaming facility funded in whole or in part with federal monies must require that the contractor proposes to pay wages meeting or exceeding the standard for New Mexico under the federal Davis-Bacon Act.

6.5 Prohibition on Employment Discrimination. The Gaming Enterprise shall not discriminate in the employment of persons to work for the gaming operation or in the gaming facility on the grounds of race, color, national origin, gender, sexual orientation, age or handicap. Notwithstanding the foregoing prohibition, a gaming operation on tribal lands may use tribal preference in employment.

6.6 Mandatory Employee Benefits.

A. Each gaming operation shall provide the following minimum benefits for its

employees:

1. Sick leave
2. Paid annual leave
3. Medical, dental and life insurance
4. Workers compensation and unemployment benefits availability through participation in programs offering benefits at least as favorable as those provided by comparable state programs.

B. The employee handbook for the Gaming Enterprise shall provide a grievance process for an employee to challenge any disciplinary or punitive action taken against the employee which shall include, at a minimum, at least one level of appeal beyond and above the employee's immediate supervisor.

6.7 Prohibitions on Cashing Certain Checks, and Other Banking Transactions.

A. No Gaming Enterprise shall cash any check which on its face appears to be a paycheck or any type of government assistance or benefits check including Social Security, Aid For Dependent Children (AFDC), pension or other similar checks.

B. To the extent technically feasible, no automated teller machine on the premises of a gaming facility will be programmed to accept cards issued by the State of New Mexico to recipients of Aid For Dependent Children (AFDC) for access to these benefits.

6.8 Funding Compulsive Gamblers' Assistance. The Gaming Enterprise shall spend an amount not less than one-quarter of one percent (.25%) of its net win (as that term is defined in the Compact) annually to fund or support programs for the treatment and assistance of compulsive gamblers in New Mexico or who patronize New Mexico gaming facilities and for the prevention of compulsive gambling in New Mexico; and requiring that a substantial portion of such funds be distributed to an organization that has expertise in and provides counseling, intervention or other services for compulsive gamblers in New Mexico and whose services are available to all persons regardless of race or tribal membership.

6.9 Self-Identified Problem Gamblers. Any patron who identifies themselves to either Gaming Enterprise employees or Agency staff as having a gambling problem shall be banned from all Isleta gaming areas for a period to be determined based on the particular circumstances of the individual and/or relevant facts relating to the gaming activity of the individual. Gaming Enterprise employees shall document relevant facts pertaining to the gaming activities or incidents involving the individual patron.

6.10 Hours of Operation. Each gaming facility must close for four (4) continuous hours each day, Monday through Thursday, except federal holidays. A day is a twenty-four (24) hour period beginning at 12:00 a.m. and ending at 11:59 p.m. The Gaming Enterprise shall establish the hours of operation for a facility and shall inform the Agency in writing of the hours of operation and any changes thereto.

6.11 Prohibition on the Extension of Credit to Patrons, or Other Enticements to Game.

A. No Gaming Enterprise shall extend credit to patrons by accepting IOU's, markers or any promise to pay in the future such as a promissory note.

B. A Gaming Enterprise shall not provide, allow, or contract to provide or arrange for a patron to receive alcoholic beverages, food, or lodging for no charge or at reduced prices at a gaming facility or lodging facility as an incentive or enticement to engage in Class III gaming.

6.12 Minimum Liability Insurance. In addition to any other insurance required by these regulations, the Gaming Enterprise shall obtain and maintain in effect a liability insurance policy insuring the Pueblo, its employees and agents against claims, demands or liability for bodily injury and property damages brought by a visitor or patron of a gaming facility in the amounts and in the terms specified by the Compact. The Gaming Enterprise or the Pueblo shall provide a certificate of insurance to the Agency showing that this minimum liability insurance has been obtained and is maintained within thirty (30) days after the beginning of each business year. The Agency shall annually provide the State Gaming Representative a copy of a certificate of insurance showing compliance with this provision.

6.13 Reporting Suspected Crime by Non-member. The Gaming Enterprise or the Agency shall immediately notify the New Mexico Attorney General and the District Attorney upon becoming aware of any suspected violation of any State gambling law on Isleta tribal lands or any other crime against the Gaming Enterprise or any employee thereof or that occurs on the premises of the gaming facility committed by a non-member of the Pueblo of Isleta.

6.14 Security Reports. Every incident known to security at the Gaming Enterprise shall be reported on an incident report, recorded on a summary log, and retained in the records of the Gaming Enterprise.

6.15 Limitation on Use of Gaming Revenues. Pursuant to the Compact, the Pueblo of Isleta, or the Gaming Enterprise must report to the Secretary of State, in the same manner and at the same times as are required of political committees under the provisions of the State of New Mexico's Campaign Reporting Act, (1-19-25 to 1-19-36 NMSA 1978) any and all contributions, whether directly or through an agent, representative or employee, of any moneys derived from revenue from the Gaming Enterprise, or of anything of value acquired with that revenue, to a candidate, political committee or person holding an office elected or to be elected at an election covered by the State's Campaign Reporting Act and provided that in the event any report required to be made under that Act is not made within the time specified herein, or is false or incomplete in any respect, the Pueblo shall be liable to pay to the Secretary of State a penalty in the amount of fifty dollars (\$50.00) for each working day after the day on which the report was due until the day on which the complete or true report is filed, up to a maximum of five thousand dollars (\$5,000), except that with respect to the report due on the Friday before an election the penalty shall be five hundred dollars (\$500) for the first working day after the due date and fifty dollars (\$50.00) per working day thereafter, up to a maximum of five thousand dollars (\$5000).

6.16 Notice of Promotions, Tournaments, Entertainment and Special Events.

A. Compliance with Standard Operating Procedures. The Gaming Enterprise shall have in place approved Standard Operating Procedures regarding the marketing,

advertising and conduct of any and all promotions, tournaments, entertainment, and special events held at the Gaming Enterprise facilities or sponsored by the Gaming Enterprise. The Gaming Enterprise shall ensure that all aspects of any proposed or scheduled event are developed, implemented and conducted in accordance with such SOPs, including any game rules, controls or promotional materials.

B. Notice to Agency. The Gaming Enterprise shall provide notice to the Agency in writing of any promotions tournaments or special events prior to the promotion or event, along with a description of the proposed promotion or event, and a certification that the promotion or event as proposed to be developed, implemented and conducted, complies with the applicable SOPs.

6.17 Duty to Report Tribal Council Actions Affecting Gaming. The Gaming Enterprise shall have the continuing responsibility and duty to provide, in a timely manner, the Agency with copies of any and all official documents, including Tribal Council resolutions, which affect, change or pertain to any aspect of the gaming operation, gaming facilities or premises.

6.18 Duty to Train Employees. It is the responsibility of the Gaming Enterprise to ensure that all employees, regardless of position, are aware that Indian gaming is highly regulated and is subject to, and dependant on, compliance with federal and tribal laws and regulations and Tribal-State Compact requirements, and are specifically trained on the Agency's Regulations and all other applicable policies and procedures of the Gaming Enterprise that pertain to gaming on Isleta tribal lands, including but not limited to, standard operating procedures (SOPs), internal controls, personnel policies, etc. It is the responsibility of Gaming Enterprise management to ensure that all subordinate employees receive timely, complete and updated training on all applicable laws, regulations, controls, policies and procedures as necessary to ensure that gaming on Isleta tribal lands is conducted in compliance with all applicable laws and regulations. In spite of the foregoing training requirement, claimed ignorance of any applicable law, regulation, control, policy or procedure shall not be an acceptable excuse for committing, or attempting to commit an infraction, violation or circumvention of any regulation, law, control, policy or procedure.

A. Proof of Training. The Gaming Enterprise or its Human Resource Department shall document that each employee has received proper and appropriate training and maintain such proof of training in each employee's employment file. The Gaming Enterprise or its Human Resource Department shall furnish such proof of training upon request of the Agency.

B. Availability of Regulations, Policies and Procedures. The Gaming Enterprise and its Human Resource Department shall have available at least one (1) copy of the Agency's Regulations, the Gaming Enterprise's SOPs and all applicable controls, policies or procedures in a location of easy access for employee review and use. Each Department of the Gaming Enterprise shall also have available one (1) copy of the Agency Regulations and the Gaming Enterprise's SOPs. The foregoing requirement is not applicable to the SOPs for the Surveillance Department to which access is restricted to Surveillance personnel. All other access to the Surveillance Department SOPs shall be limited to those personnel on a "need to know" basis and subject to prior written approval by the Gaming Enterprise General Manager and/or the Agency.

6.19 Duty to Report Emergencies. It is the responsibility of the Gaming Enterprise and its employees to notify the Agency of any emergency or unusual situations involving the Gaming Enterprise or any gaming activity or occurring on Gaming Enterprise premises as soon as

possible after the occurrence.

6.20 Confidential and Proprietary Information.

A. Policy. The Gaming Enterprise, its employees, agents and vendors have a responsibility to protect and prevent the unauthorized use, access to, or disclosure of any and all confidential and proprietary information or documents belonging to the Gaming Enterprise, the Agency or the Pueblo.

B. Control Standards. The Gaming Enterprise shall have in place and comply with approved control standards that provide adequate security measures for handling, processing, accessing and disclosure of any and all confidential and proprietary information or documents, including, but not limited to, on-site and remote computer access to records and computer systems by management and employees.

C. Disclosure. No employee, agent or vendor shall disclose any confidential or proprietary information or document or allow access to such information or documents without the prior express written authorization of either the Pueblo of Isleta Tribal Administration or the Agency, unless such disclosure is to an authorized entity or person or required as follows:

1. To meet Compact and audit requirements;
2. Necessary to conduct an audit, investigation, prosecution, arbitration or as part of any litigation relating to gaming activities on tribal lands;
3. Necessary to comply with subpoenas or court orders issued by a court of competent jurisdiction;
4. To an authorized representative of federal, tribal, state or local government or a regulatory agency, when the information sought relates to a civil, criminal or regulatory investigation or prosecution; provided that the receiving representative or agency has entered into a written agreement with the Agency or submits to the Agency a proper signed Release of Information form from the individual who is the subject of the inquiry;
5. To an individual or entity on an absolute need-to-know basis.

D. Enforcement. Any violation of this regulation is subject to strict enforcement actions by both the Gaming Enterprise and the Agency. Any question or concern by an employee, agent or vendor about the release of any information should be directed to either the Agency or the Tribal Administration prior to taking any action toward release of any information or document.

6.21 Accounting Records. All books and records relating to the Gaming Enterprise shall be maintained in accordance with generally accepted accounting principles. Such records must be maintained at least five (5) years from the date of creation.

A. Accounting Standards. The Tribal gaming operation is considered an enterprise fund whereby Government Accounting Standards Board (GASB) standards should be followed. In the event that there is an absence of any applicable GASB standard, Financial Accounting Standards (FASB) and American Institute of Certified Public Accountants (AICPA)

guidance should be followed.

6.22 Tribal Council Authorization for Purchases. The Gaming Enterprise shall submit copies of any financial obligation, including contracts and purchase orders, of twenty-five thousand (\$25,000) dollars or more, along with the supporting Tribal Council resolution to the Agency.

6.23 Notice of Contracts with Gaming Enterprise. In addition to the requirement to provide a copy of a contract under Regulation 9.3.B, the Gaming Enterprise shall provide notice to the Agency, along with a copy for Agency records, of all contracts regardless of vendor or licensing status. A copy shall be provided to the Agency at the same time that the contract is submitted for legal review. All contracts shall be supported by Tribal Council resolution.

6.24 Patron Dispute Procedures. The Gaming Enterprise shall have an established policy and procedure for handling patron disputes. The Gaming Enterprise shall make such policy and procedure available to patrons upon request or by posting notice of such policy and procedures in prominent locations within each gaming facility. The Gaming Enterprise shall train employees on the policy and procedures pertaining to patron disputes as well as the appropriate handling of patrons who have disputes, documentation of the facts pertaining to the dispute and related matters.

6.25 Property of the Gaming Enterprise.

A. General Property. The Gaming Enterprise shall develop a standard operating procedure (SOP) for all property owned and maintained by the Gaming Enterprise that allows such property to be readily identified, tracked and located.

B. Surplus Property. The Gaming Enterprise shall develop a standard operating procedure (SOP) for the disposal of property, which through normal wear or obsolescence, may be deemed surplus. Such SOP shall require a determination by the General Manager that such property is surplus, notice to the Agency of such surplus property and the intent to dispose such property, notice of the surplus property to the Governor and approval by the Governor approving such disposal and manner of disposal. Notice to the Agency shall be given prior to the notice of such surplus property to the Governor or Tribal Administration.

6.26 Gaming Device Payouts. Each electronic or electro mechanical gaming device in use in the gaming facility must pay out a mathematically demonstrable percentage of all amounts wagered which must not be less than 80%. Notice of compliance by the Gaming Enterprise and an explanation of the requirement must be prominently posted in the gaming facility.

6.27 Computerized Reporting and Auditing of Gaming Machines. All gaming machines in the gaming facility must be connected to centralized computerized reporting and auditing system in order to collect on a continual basis and make available to the State Gaming Representative the unaltered activity of each gaming machine in accordance with Compact requirements.

Legislative History/Authority: Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2000-07 Disbursement Policies for Tribal Expenditures (adopted 1/10/00); Tribal Council Resolution No. 2003-

063 Tribal Council Authorization of Purchases Exceeding \$25,000 (adopted 5/19/03); Tribal Council Resolution No. 2005-041 Casino Advertising and Marketing (adopted 3/14/05); Isleta Gaming Commission Regulation Chapter 3 (revised 12/16/99); Isleta Gaming Commission Regulation 7 (revised 12/16/99); Isleta Gaming Commission Regulation 13 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 20 (revised 2/13/01); Isleta Gaming Commission Regulation Chapter 21 (adopted 2/13/01); 2007 Tribal-State Compact; NIGC Regulations.

**REGULATION 7: GENERAL LICENSING PROVISIONS APPLICABLE
TO ALL LICENSES AND LICENSEES**

7.1. Revocable Privilege. A license or permit issued by the Agency is a revocable privilege and no person or entity holding such a license is deemed to have acquired any vested rights therein or thereunder nor does holding a license guarantee or promise to any applicant or licensee any right to employment or continued business dealings whatsoever.

7.2 Burden and Responsibility.

A. Agency Responsibility. The Agency has the exclusive authority to issue licenses to individuals or entities who wish to engage in employment or business with the Isleta Gaming Enterprise. As a result, the Agency is charged by law with the responsibility of reviewing all applications, and continually observing the conduct of all licensees to ensure continued suitability for licensure.

B. Applicant Burden. Any application submitted under this Regulation constitutes the seeking of a privilege, and the burden of proving qualifications to acquire and hold any license is, at all times, on the applicant or licensee.

7.3 Abide by Applicable Laws and Regulations. Application for, and acceptance of, a gaming license or renewal of such license constitutes agreement by the applicant or licensee to abide by all applicable federal and tribal gaming laws and regulations, Compact terms, internal controls, standard operating procedures, and directives, at all times while employed by the Gaming Enterprise or conducting any business with the Gaming Enterprise. It is the responsibility of the applicant or licensee to keep informed of the content of all such laws, regulations, and other requirements. Ignorance thereof will not excuse violations.

7.4. Violation of Law or Regulation or Other Standard. Violation of Pueblo of Isleta gaming laws or regulations, applicable federal laws and regulations, Compact terms, internal controls, standard operating procedures or directives by a licensee may be grounds for placement of conditions on a license, suspension or revocation of a license, and/or the imposition of civil fines or penalties.

7.5 Licenses Required. The following are required to have a license issued by the Agency:

A. All employees of the Gaming Enterprise, which includes employees in both gaming and non-gaming functions.

B. All vendors of Gaming Equipment, Devices or Supplies.

C. Those vendors who provide non-gaming supplies and services to the Gaming Enterprise who are required to be licensed by applicable law or regulation.

D. Each gaming facility.

E. All other persons or entities as the Agency deems necessary to ensure the integrity of Pueblo gaming, the protection of patrons and employees, the protection of Pueblo property and assets, and the public health, safety and general welfare of the Pueblo.

1. The Agency may consider factors such as to an employee or individual's job site or work location, job functions and access to, or ability to access, secure or restricted areas of the gaming facility or premises, to determine if a non-gaming employee or individual, who may or may not be employed by the Gaming Enterprise, should be licensed due to security concerns.

7.6 Application Process and Licensing Fees.

A. Generally. The Agency shall require all persons and entities seeking a license from the Agency for any purpose to complete all license application forms and pay, to the Agency, a non-refundable licensing fee, if required.

B. Consent and Waiver. Any application for a license, permit or registration from the Agency shall constitute a request to the Agency for a decision of the applicant's suitability, character, integrity, honesty and ability to engage in, or be associated with gaming activity with the Gaming Enterprise. The applicant, by filing an application, specifically consents to investigation to the extent required by applicable federal or tribal law or regulation or Compact term or as deemed appropriate by the Agency. The applicant accepts all risk of adverse public notice, embarrassment, other action or financial loss, which may result from the application and investigatory process, and thereby expressly waives any and all claim(s) for damages as a result thereof.

1. Any communication or document of an applicant or licensee, or an affiliate of either, which is made or transmitted in good faith to the Agency or any agent in order to comply with any applicable law or Agency regulation, or comply with a subpoena or order issued by the Agency, or assist the Agency in the performance of their duties, is absolutely privileged and does not impose liability for defamation or constitute a ground for recovery in any civil action.

C. Complete Truthful and Accurate Information. All applicants are expected to provide complete, truthful and accurate information in their applications. Falsification of or misrepresentation on a gaming license application may result in denial of a license or possible criminal penalties under federal law. Incomplete information or an incomplete application may result in delay of processing as an application is not considered complete until all requested information is provided to the Agency.

D. Additional Information or Documentation. The Agency may request, at any point in the application or investigative process, any additional information or documentation as it deems necessary to render a suitability determination on the license application or renewal. Failure to timely provide additional requested information may result in denial of a license.

E. Continuing Responsibility to Update Information. It is the responsibility of all applicants or licensees to inform the Agency, by way of written amendment, of any change(s) to an application immediately as may occur at any time while awaiting issuance of a license or temporary permit, during the conduct of a background investigation or while the license is valid or in use. This includes, but is not limited to, changes of the applicant's name, address, phone number, criminal record, business ownership and interest, or other pertinent information requested in the application. This responsibility shall remain in effect from the time the license application is submitted to the Agency until such time the license expires or is otherwise terminated. Such additional information is subject to investigation processes for

licensing.

F. Licensing Fee. All applicants shall pay a non-refundable licensing fee in the requisite amount. The Tribal Council or Agency shall set and amend license fees as appropriate and inform each applicant of the fee required for the license sought. Each applicant is responsible for payment of such fees or making acceptable payment arrangements for such fees. The Agency shall not issue a license or permit, in any form, to an applicant until such fees are paid or payment arrangements made.

7.7 Background Investigations - Generally.

A Background Investigations Required. Upon receipt of a completed application and payment of the licensing fee, the Agency must conduct a background investigation on all persons or entities seeking the following licenses:

1. Employee License
2. Gaming Vendor License
3. Licenses issued to those persons or entities deemed by the Agency as requiring a license.

B. Cooperation with Investigation. All applicants must cooperate fully with the Agency staff or its agent with respect to any aspect of the background investigation of the applicant. Failure of any applicant to allow full investigation into their background or failure to disclose all information requested by the Agency is grounds for denial of the license.

C. Standards for Background Investigations. The Agency shall conduct a background investigation of the applicant that is sufficient to allow the Agency to determine whether the applicant is suitable for the license sought.

D. Confidentiality of Interviewed Parties. When conducting a background investigation, the Agency or its agents will keep confidential the identity of each person or entity interviewed in the course of the investigation. Likewise, Gaming Enterprise employees, other persons, or entities that are interviewed as part of a background investigation must maintain the confidentiality of the subject matter discussed with the Agency or its agents and shall not breach this confidentiality to any third party unless otherwise required by law. A third party includes, but is not limited to, outside entities, co-workers, supervisors, managers, the general manager, family members, relatives, government or law enforcement agencies, etc. Retaliation, in any form, by an employee or superior toward the interviewed individual who maintains the required confidentiality will constitute grounds for disciplinary action by the Agency against the perpetrator.

E. Delegation of Investigative Responsibilities. The Agency may delegate all or any part of its obligation to conduct background investigations under these regulations as deemed appropriate to an outside investigative agency.

F. Inaccurate Information Obtained in Background Investigation. Neither the Pueblo, the Agency, its employees or agents shall be liable for any inaccurate information obtained through a background investigation.

G. Review of Results of Background Investigations. The Agency shall review the results of all background investigations and render a determination of suitability for licensure, unless the following occurs:

1. If the Agency finds that the scope of a background investigation was not adequate or that sufficient information was not obtained or there are particular items of concern, the Agency shall perform such additional investigation as necessary to determine whether the applicant meets the suitability requirements for the particular license sought.

2. When reviewing the results of a background investigation, the Agency shall document any information that calls into question whether an applicant meets the suitability requirements for the particular license sought and conduct such follow up investigations on any all problem or questioned areas as necessary, including further interviews with the applicant to clarify any questioned item(s). The Agency shall document the results of all follow-up investigations in detail.

H. Penalty for Bribes and Rewards. No applicant or licensee shall give or provide, or offer to give or provide, either directly or indirectly, to any Tribal Official or any Agency staff or its agent any compensation or reward in any form or value, in consideration for obtaining any license, authorization, or privilege to participate in any Pueblo gaming activity. Any violation shall result in denial or revocation of any license or permit sought or held, along with any other applicable penalties.

7.8 Temporary Work or Vendor Permits. The Agency may issue a temporary permit to the applicant or vendor within twenty (20) days of receiving a completed application and all required documents and any required fees.

A. Denial of Permit Based on Initial Information or Investigation. The Agency shall not issue a temporary permit to an applicant, if it is apparent from the application or initial background investigation that the applicant would be, or is, unsuitable to receive a license under federal or tribal law or regulations or the Compact. Generally, the Agency may deny issuing a permit on the same grounds as for denial of a license as described in Regulation 7.9.D. The Agency shall provide written notice of such denial to the applicant. The Agency's decision not to issue a temporary permit is not subject to an Agency hearing or Gaming License Review Procedures as it is not an action to deny a license.

B. Conditions on Temporary Permit. The Agency, may in its discretion, impose additional or specific conditions on a temporary permit issued to an applicant. These are in addition to the usual terms required under the temporary permit.

C. Term of a Temporary Permit. A temporary permit shall expire upon:

1. The issuance of a regular license by the Agency;
2. The issuance of a notice of denial of the license application by the Agency;
3. In the case of vendors, ninety (90) days after the temporary vendor

permit is issued;

4. In the case of employees, ninety (90) days after the employee begins work, or is issued a regular license, whichever occurs first;
5. The revocation of the temporary permit by the Agency for violation of any of the terms of the temporary permit;
6. The effective date of an employee's resignation or termination of employment with the Gaming Enterprise, whichever occurs first.
 - a. In the event a temporary permit expires due to the ninety (90) day rule described above, and the background investigation or fingerprint check is still outstanding or no suitability determination has been made, the term of the temporary permit will automatically be extended for one additional ninety (90) day period and the permit will continue to be in effect until the completion of the background investigation and a gaming license or a notice of denial is issued.

D. No Vested Rights Created by Issuance of a Permit. A temporary permit is only issued as a means to allow the applicant to work or provide services to the Gaming Enterprise pending completion of the background investigation and a suitability determination made for issuance of a license. Issuance of a temporary permit does not confer any vested rights or constitute a promise to continued employment or licensure as an employee or vendor, nor guarantee continued contracting with the Gaming Enterprise. The temporary permit is intended to be temporary and revokable at the discretion of the Agency in accordance with Regulation 7.8.E.

1. The ninety (90) day rule contained in Regulation 7.8.C(4) applies to gaming license applications only and is not to be construed to coincide or correspond with or replace the ninety (90) day employee evaluation period for employment purposes with the Gaming Enterprise.

E. Revocation of a Temporary Permit. The Agency, in its discretion, may at any time pending an investigation and suitability determination, revoke a temporary permit upon learning of a violation of the terms of the temporary permit. The Agency shall provide notice of the revocation to the permittee. The Agency's decision to revoke a temporary permit is not subject to an Agency hearing or Gaming Licensing Review Procedures as it is not an action to deny a license.

F. Surrender of a Temporary Permit. A permittee shall surrender the temporary work or vendor permit to the Agency when:

1. The temporary permit expires,
2. A regular license is issued,
3. A notice of denial is issued,

4. The Agency notifies the permittee that the temporary permit has been revoked, or
5. Whenever surrender of a license or permit is required under these regulations.

7.9 General Licensing Procedures

A. Findings Based on Background Investigations. The Agency or its agent shall review the results of an applicant's completed background investigation, along with any criminal history on the applicant. The Agency shall make written findings with respect to:

1. The applicant's prior activities;
2. The applicant's criminal record, if any;
3. The applicant's reputation, habits, and associations;
4. Any particular items of concern to the Agency.

B. Suitability Determination. After reviewing the findings based on the background investigation, the Agency shall determine whether the applicant is suitable to receive a license. The Agency may conduct further investigations on the applicant before making such a determination. In deciding whether an applicant is suitable to receive a license, the Agency shall consider:

1. The applicant's current and prior activities;
2. The applicant's criminal record, if any;
3. The applicant's character, reputation, integrity, habits and associations;
4. Any particular items of concern to the Agency.

C. Approval for License. The Agency shall issue a license to the applicant if the Agency determines that the applicant is suitable to receive a license.

1. Only the Executive Director has the authority to sign a gaming license of any type, thereby executing and rendering the license valid and usable. However, the Executive Director may designate, from time-to-time, this signatory authority to a Agency staff person. This designation must be explicitly stated in writing by the Executive Director and specify a time limit.

D. Denial of a License Application.

1. **Generally.** The Agency shall deny an application if it finds there is reasonable evidence indicating that the applicant is not suitable to participate in the gaming activities of the Pueblo of Isleta because the applicant:

- a. Poses a threat to the public interest or to the Gaming Enterprise;

- b. Poses a threat to the effective regulation of the Gaming Enterprise;
- c. Creates or enhances a danger of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gaming;
- d. Adversely effects the general credibility, security, honesty or fairness of tribal gaming, generally or relating to the Isleta Gaming Enterprise;
- e. Would generate adverse publicity for the Pueblo and/or its Gaming Enterprise; or
- f. Is not suitable for licensure under the requirements of the IGRA, the Compact, federal or tribal law or regulations as indicated by evidence provided by any reasonable source, including the NIGC or the State Gaming Representative.

2. Grounds for Denial. The Agency may deny an application for a license on any of the following grounds:

- a. Applicant has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations, or duties imposed by the Pueblo of Isleta gaming laws(s) and regulations, IGRA and regulations promulgated thereunder, Compact requirements, or any other applicable laws or regulations;
- b. Grounds sufficient to disqualify the applicant are apparent on the face of the application;
- c. Evidence of an untrue or misleading statement of material fact, or willful omission of any material fact, in any application, statement, or notice filed with the Agency or made in connection with any investigation, including any part of the background investigation;
- d. Charge and/or conviction of any felony, gross misdemeanor, or numerous or excessive criminal activity in any jurisdiction, including tribal jurisdictions, even though the convicted person's post-conviction rights and remedies have not been exhausted, if the crime or conviction discredits, tends to, or could discredit the Pueblo of Isleta Gaming Enterprise or the gaming industry as a whole;
- e. Charge or conviction of any gaming offense in any jurisdiction, including tribal jurisdictions;
- f. Charge or conviction of larceny (theft), embezzlement, fraud, forgery, extortion, tax evasion, conspiracy to defraud and/or collusion in any amount, in any jurisdiction, including tribal jurisdictions;

- g. Committed, attempted, or conspiracy to commit larceny, embezzlement, fraud, forgery, collusion, extortion, tax evasion, or other criminal acts against any Isleta Gaming Enterprise, any gaming operation in any jurisdiction, including tribal jurisdictions, or upon the premises of a gaming establishment;
- h. Applicant knowingly causes, aids, abets, or conspires with another to cause, any person to violate any of the Pueblo of Isleta laws or regulations or applicable laws or regulations;
- i. Excessive DWI or DUI charges or convictions in any jurisdiction, including tribal jurisdictions;
- j. Entry of a civil judgment in any jurisdiction, including tribal jurisdictions, against the applicant that is based, in whole or in part, on conduct that allegedly constitutes a crime;
- k. Direct or indirect association with persons or businesses of known criminal background or persons of disreputable character that may adversely affect the general credibility, security, integrity, honesty, fairness, or reputation of the proposed activity, the Isleta Gaming Enterprise, the Pueblo of Isleta, or the gaming industry;
- l. Applicant has obtained a license or permit by fraud, misrepresentation, concealment or through inadvertence or mistake;
- m. Failure of the vendor applicant or its employees to demonstrate adequate business ability and experience to establish, operate, and maintain the business for the type of activity for which the application is made;
- n. Failure to demonstrate adequate financing for the operation, service or project proposed in the application;
- o. Failure to satisfy any requirement for application of a license or to timely respond to any request, verbal or written, by the Agency for information required in an investigation;
- p. Inconclusive results of an applicant's background investigation or unverifiable information pertaining to a material fact contained in a license application;
- q. Approval of the application would otherwise be contrary to Pueblo of Isleta Tribal Laws or regulations, Federal Law, the Compact, or public policy;
- r. Circumvention of the Agency's authority;
- s. Circumvention of any Agency regulation, applicable gaming laws, Isleta Gaming Enterprise Standard Operating Procedures, or

- applicable Federal, Tribal, or State laws or regulations;
- t. Concealment or refusal to disclose any material fact or noncompliance in any Agency investigation;
 - u. Breach of confidentiality relating to any Agency investigation;
 - v. Unauthorized release or use of proprietary or confidential information;
 - w. Information received from the NIGC or State Gaming Representative that the applicant is not suitable for licensure, although the Agency shall make final determination on suitability for licensure;
 - x. Any aspect of the applicant's past conduct, character, or behavior that the Agency determines would and/or may adversely affect the credibility, security, integrity, honesty, fairness, reputation of the proposed activity, the Isleta Gaming Enterprise, the Pueblo of Isleta, the gaming industry, or adversely effects the regulation of gaming.

3. Notice of Denial and Right to Appeal. The Agency shall give the applicant written notice specifying the grounds for the denial of the license and advising the applicant of the right to file an appeal of the Agency decision pursuant to Gaming Licensing Review Procedures within ten (10) days after the date the notice of the Agency's action is served, delivered or communicated to the applicant. A copy of the Gaming Licensing Review Procedures shall be included with notice to the applicant. The Agency shall give notice to the Gaming Enterprise that the license application has been denied. If the applicant does not file an appeal within the specific time period or in accordance with the Gaming License Review Procedures, the Agency's decision to deny the license shall be final.

4. Eligibility to Reapply. Unless the Agency in its discretion shall determine otherwise, the Agency shall not process an application or issue a license to any individual or entity that has previously been denied a license within three (3) years of the date of the newly submitted application, provided that the applicant was/is determined to be unsuitable under these Regulations and after any appeal processes under the Gaming License Review Procedures have been completed.

7.10 License Term; Renewal.

A. Term. A license issued under these Regulations shall have a term of three (3) years for employee licenses and two (2) years for gaming and non-gaming vendors. A license terminates immediately upon:

1. The expiration of the stated license term;

2. The effective date of a licensee's resignation or termination from employment with the Gaming Enterprise; or

3. The date of revocation by the Agency.

B. Expiration Date; Responsibility to Reapply. It is the responsibility of the licensee to reapply with the Agency for renewal of their license before the expiration date of that license. The Agency is not responsible for notifying licensees of their license expiration and the need to reapply.

C. Renewal Application Process. All licensees shall submit an application for license renewal and pay any required fees to the Agency. Failure to submit a renewal application in a timely manner so that a background investigation may not be completed before the expiration date of the license may result in the expiration of the license and require the licensee to cease work or gaming activities pending completion of the background investigation and suitability determination. The Agency, in its discretion, may issue a temporary permit pending the suitability determination for renewal.

1. The Agency shall conduct an updated background investigation with respect to any license renewal application and shall make a decision to grant a renewal or deny the license renewal based on the findings of the background investigation and the application.

2. If the Agency determines that the renewal is denied as being unsuitable on grounds in Regulation 7.9.D.2., the licensee and Gaming Enterprise shall be given notice of the denial, the specific reasons for the denial, and right to appeal in accordance with Regulation 7.9.D.3. The Gaming Enterprise shall be given notice of the denial to renew the license.

7.11 Additional, Reopened or Random Investigations.

A. Right to Conduct Investigations. The Agency retains the right to conduct such investigations, background or otherwise, as deemed necessary of any individual or entity required to be licensed, at any time while the license of that person or entity is valid. Licensees have a continuing responsibility to fully cooperate with any Agency investigation, inquiry, or request for information at any time during the tenure of their license.

B. Additional or Reopened Investigation. If at any time after a gaming license has been issued to an individual or entity, the Agency becomes aware of any information or relevant matters bearing on a licensee's suitability to hold that license, the Agency may reopen an investigation or conduct such additional investigations as deemed necessary.

C. Random Investigation. The Agency may conduct random background investigations of any licensed person or entity using a method of random selection the Agency deems appropriate.

D. Determination At Conclusion of Investigations. At the conclusion of such investigations, the Agency shall determine whether the license should remain in effect, be suspended or revoked or conditions imposed.

7.12 Suspension of a License.

A. License Suspension. The Agency may temporarily suspend a gaming license as a disciplinary measure for any noncompliance violation, or pending the outcome of an investigation, or for reasonable cause indicating that a licensee is no longer suitable for continued licensure. The duration of such a suspension shall be at the discretion of the Agency.

1. In some situations of a serious nature, the Agency may determine that suspension is a preliminary step toward revocation of the license and may also begin actions toward revoking the license.

B. Notice of Suspension. The Agency shall give the licensee written notice of the suspension of the license, the specific reasons for the suspension and the time period of the license suspension. Subject to the limitations in Regulation 7.12.D., the notice shall advise the licensee of the right to file an appeal of the Agency's decision pursuant to Gaming Licensing Review Procedures within ten (10) days after the date the notice of the Agency's action is served, delivered or communicated to the licensee. A copy of the Gaming Licensing Review Procedures shall be included with notice to the licensee. The Agency shall provide the Gaming Enterprise written notice that a licensee's license has been suspended and the period and terms of the suspension.

C. Cease Gaming or Work Activities; Surrender of License. A licensee whose license is suspended shall immediately cease all activities on tribal land upon receiving notice of suspension. Gaming employees shall immediately cease work activities upon receiving notice of suspension of their license and shall not be allowed to work in a gaming facility during the time of the license suspension. All licensees must immediately surrender their license to the Agency at the time of receipt of the suspension notice. Continued use of a suspended license by a licensee shall be grounds for immediate revocation of the license.

D. Right to Appeal Suspension Decision. The licensee may appeal the decision to suspend a license for a noncompliance violation or unsuitability pursuant to the Gaming License Review Procedures. If the licensee does not file an appeal within the specified time period or in accordance with the Gaming License Review Procedures, the license shall be suspended pursuant to the terms determined by the Agency.

1. A suspension pending the outcome of an investigation shall not be deemed a final Agency determination subject to appeal under the Gaming License Review Procedures unless such investigative suspension lasts more than fourteen (14) days. The Agency must complete its investigation and render a decision on whether to lift the suspension and reinstate the license, continue or expand the suspension or proceed with revocation within fourteen (14) days from the date of the receipt of service of the notice of suspension. Failure to complete the investigation within fourteen (14) days and render a decision on the investigative suspension shall be a basis for appeal under the Gaming License Review Procedures. A determination that continues or expands the suspension period beyond fourteen (14) days is also subject to an appeal under the Gaming License Review Procedures.

E. Status of Suspended License During Suspension Period. A suspended

license shall be considered a valid license but is not usable or acceptable for employee or vendor purposes and shall be kept in the licensee's file by the Agency during the suspension period. A suspended license may be reinstated pursuant to Regulation 7.13.

7.13 Reinstatement of Suspended License.

A. Reinstatement at End of Suspension Period or Good Cause Shown. A suspended license will be reinstated by the Agency upon the completion of the suspension period or sooner upon a showing that the license should be reinstated prior to the end of the suspension period based upon either a determination that the basis for the suspension was not supported in fact or for a showing of good cause by the licensee.

B. Documentation Required. The Agency shall provide all documentation necessary to show the reinstatement of the license, including the original license, to the licensee. Documentation showing the reinstatement of the license shall also be provided to the Gaming Enterprise. All documentation issued regarding the reinstatement shall be maintained in the licensee's file. A licensee may not return to work at, or resume services for, the Gaming Enterprise, or enter the facility until such documents are complete and received by the licensee.

C. Term of Reinstated License. The term of the reinstated license remains the same as the term of the license as initially issued. Reinstatement of a license shall not extend the initial term of the license.

7.14 Revocation of a License.

A. License Revocation. The Agency may revoke a license if there is reasonable evidence indicating that the licensee is no longer suitable for licensure. If the Agency determines that immediate revocation of a license is necessary based upon the facts before it, the Agency may immediately revoke the license and is not required to suspend the license or take any other disciplinary action prior to taking any revocation action.

B. Grounds for Revocation. The Agency may revoke a license on any of the following grounds, in addition to those grounds identified at Regulation 7.9.D.2.a. - y. for denial of a license application:

1. Failure to promptly produce for inspection or audit any book, record, or document required by the Agency or regulations.
2. Failure to follow and/or complete any lawfully issued Agency directive or license condition;
3. A single severe infraction or violation of any gaming regulation, control, applicable gaming law, criminal law, policy, or procedure;
4. Excessive infractions or violations of any gaming regulation, control, applicable gaming law, criminal law, policy, or procedure.

C. Notice of Revocation; Right to Appeal. The Agency shall give the licensee written notice of the revocation of the license and the specific grounds for the revocation. The notice shall advise the licensee of the right to file an appeal of the Agency decision pursuant to

the Gaming Licensing Review Procedures within ten (10) days after the date the notice of the Agency's action is served, delivered or communicated to the licensee. A copy of the Gaming Licensing Review Procedures shall be included with notice to the licensee. The Agency shall provide the Gaming Enterprise written notice that a licensee's license has been revoked. If the licensee does not file an appeal within the specified time period or in accordance with the Gaming License Review Procedures, the Agency's decision to revoke the license shall be final.

D. Cease Gaming or Work Activities; Surrender of License. A licensee whose license is revoked shall immediately cease all activities on tribal land upon receiving notice of revocation. Gaming employees shall immediately cease work activities upon receiving notice of revocation of their license. All licensees must immediately surrender their license to the Agency at the time of receipt of the revocation notice.

7.15. Re-Application for Licensing Following Revocation. Any employee or vendor whose license has been revoked shall not be eligible to reapply for licensing with the Agency within three (3) years from the date of the final revocation action. The Agency, may in its discretion, decide to accept an application for re-licensing earlier than the three (3) year period upon a showing of good cause or extraordinary circumstances by the applicant or Gaming Enterprise.

A. Re-Application Process Required. A former licensee whose license has been revoked shall be required to complete all application forms and pay all required fees and undergo all background investigations required for licensing under Regulation 7.6 and 7.7.

7.16. Conditional License.

A. Conditions; Monitoring. The Agency, in its discretion, may issue a new license with conditions or place conditions or restrictions on any existing license as an alternative to suspension or revocation. The conditions shall be specific to allow monitoring by the Agency to ensure that the licensee is complying with the conditions imposed by the Agency. Failure to comply with the conditions may result in suspension or revocation of the license, depending on the facts surrounding the failure to comply.

B. Notice of Conditions. The Agency shall give the licensee written notice specifying the grounds for the conditions and that the licensee's continued licensure is contingent upon compliance with the imposed conditions. The Agency shall provide the Gaming Enterprise written notice of the conditional license and the conditions imposed. The Agency's action of imposing conditions on a license is not subject to appeal under the Gaming License Review Procedures which only addresses the suspension, revocation, or denial of a license.

C. Term of Conditional License. The term of the conditional license cannot run longer than the initial term of the issued license or the term for a particular license, but conditions imposed on a license may be for a period less than the full license term.

D. Removal of Conditions. The Agency may remove the conditions on a license and issue a license upon a showing that the licensee has successfully complied with the conditions. The term of the license without conditions shall only be for the time remaining on the term of the initial license.

7.17 Notice Requirements. All notices required under these Regulations shall be sent to

the applicant or licensee by certified mail, return receipt requested, or shall be hand-delivered, accompanied by a receipt, which must be signed by the applicant or licensee and witnessed by the Agency staff or a designee upon delivery. The Agency shall mail or hand deliver all required notices to the applicant or licensee within twenty-four (24) hours of the suspension, denial, or revocation decision, or, if to an employee, before the beginning of the employee's next work shift, whichever occurs first. In the event that a mailed notice is returned to the Agency for non-delivery, the Agency shall make a second mailing attempt via certified mail, return receipt requested, to the applicant or licensee. An Agency notice is deemed received as of the date of receipt by the applicant or licensee as shown on the mail or hand delivery receipt. In the event that the second mailing attempt is returned for non-delivery, the date that the returned mailing is received by the Agency shall constitute the date of receipt for such notice.

7.18 Confidentiality of Licensing Information.

A. Information Received and Maintained on Individuals. Any information about an individual that is received and maintained by the Agency for licensing purposes that contains any identifying information about the individual shall be considered private and confidential and shall be used for the sole purpose of determining the suitability of the individual to be licensed.

B. Information Received and Maintained on Vendors and Others. Information requested or required by the Agency may contain commercial or financial information of a confidential, proprietary or privileged nature. All information submitted by a person, corporation or entity seeking a vendor license or obtained by the Agency during a background investigation shall be used for the sole purpose of determining the suitability of the applicant to be licensed.

C. Handling of Confidential Information. The information received and maintained by the Agency shall be handled and used only by the NIGC, the State Gaming Representative or the Agency for licensing purposes. Certain information, such as the Criminal History Record Information (CHRI) and other criminal history information, shall be strictly restricted to only the Agency staff directly involved in the licensing process.

1. All Agency employees required to handle confidential information shall sign a statement in which they shall pledge not to violate the confidentiality requirements of this Regulation.

2. If any Agency agent or employee required to handle confidential licensing information violates any of the provisions of this Regulation, he or she shall be subject to immediate disciplinary action, which may include termination.

D. Disclosure of Information Maintained by Agency. The Agency, its agents and employees who have access to or handle confidential information shall not disclose any information contained in an application, file, report, or investigation to any unauthorized third party, including but not limited to, immediate family members, relatives or sources outside of the Agency. Confidential information may be released for the following reasons upon the approval of the Executive Director or his designee:

1. To an investigative agency charged with conducting background investigations on applications pursuant to a delegation made under Regulation 7.7.E;

2. To the National Indian Gaming Commission (NIGC);
3. To the Federal Bureau of Investigation (FBI); or
4. To an authorized representative of a federal, tribal, state, or local government or regulatory agency, when the information sought relates to a civil, criminal, or regulatory investigation or prosecution; provided that the receiving representative/agency has entered into a written agreement with the Regulatory Agency for use of such information, or submits a release of information signed by the individual in question to the Agency or is properly authorized by law to receive such information.

E. CHRI Information and Documents. Documents and information consisting of CHRI received from the NIGC, other gaming agencies or commissions, or other law enforcement agencies shall not be released or made available to any person not directly involved in licensing deliberations, and in all other respects, the release of CHRI shall be subject to the terms of the Memorandum of Understanding between the Federal Bureau of Investigation and the NIGC (FBI MOU).

F. Individual Review of File or Information. An individual or representative of an entity may submit a written request to the Agency to review their file. The Agency is unable to provide access to the full file because of strict information sharing agreements with other entities such as the FBI MOU regarding CHRI, so that the individual would need to request release of that information directly from those entities. The Agency cannot disclose the identity of informants and individuals contacted during the course of an investigation. The Agency reserves the right to deny all or any part of a request for access or disclosure of information maintained in the Agency's licensing files, as required by law, regulation or policy.

G. Further Restrictions on Disclosure. The Agency retains the right to further restrict disclosure of confidential information and/or to enact regulations to ensure compliance with the provisions of this Regulation and all other applicable laws, regulations, agreements and policies.

7.19 Maintenance of Licensing Files and Records. The Agency shall retain all records pertaining to all licensing applications, background investigations, and related matters for at least five (5) years from the date of the Agency's decision on the initial or renewal license application. The Agency must retain copies of a Key Employee or Primary Management Official's gaming license application and background investigation for three (3) years after the date of termination of employment.

A. Destruction of Documents. All Agency files and records pertaining to license applications, background investigations and related matters shall be discarded only in a manner which results in destruction of the file and obliteration of the information in the file before release from the authority of the Agency. The Agency shall maintain a record of all files so destroyed, showing the subject matter of the file, the date of destruction, and by whom destroyed.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2001-104 Pueblo of Isleta Gaming License Review Procedures (adopted 8/29/01); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/12/03); 2007 Tribal-State Compact; IGRA; NIGC Regulations and MICS.

REGULATION 8: LICENSING OF EMPLOYEES

8.1 License or Permit Required. The Gaming Enterprise shall not employ any person who has not been licensed under this Regulation or issued a temporary permit by the Agency under Regulation 7.8. An employee shall not be allowed to work at or participate in the gaming operation in any way until they have been issued either a temporary permit or a gaming license.

8.2 Applications; Fingerprints. In addition to the general provisions of Regulation 7, all employee applicants hired by the Gaming Enterprise shall complete an application for a gaming license and submit the following items.

- A. Signed Release of Information form;
- B. Complete set of fingerprints taken by a law enforcement agency or other authorized personnel;
- C. Current photograph taken within one (1) month of submission of the completed application;
- D. Any required licensing fee or proof of licensing fee payment arrangements.

8.3 Employee Licensing Fees and Payment Arrangements.

A. Primary Management Officials. Prior to processing the license application, an applicant hired in a Primary Management Official position shall pay the non-refundable licensing fee established for this position. The Gaming Enterprise shall pay the total fee to the Agency on behalf of the applicant. However, one half (1/2) of the total fee amount will be paid by the Gaming Enterprise and one half (1/2) by the applicant. If a Primary Management Official chooses not to pay to the Gaming Enterprise their portion of the licensing fee up front, the Human Resources Department shall deduct and pay to the Gaming Enterprise the applicant's portion of the fee from the Primary Management's Official's wages in equal installments over a six (6) month period. The Gaming Enterprise shall pay the licensing fee in full to the Agency regardless of the payment arrangement made by the applicant.

1. If a Primary Management Official terminates his or her employment, either voluntarily or involuntarily, before paying the entire fee, the Human Resources Department shall provide documentation to the Payroll Department in order to deduct as much of the unpaid amount as allowed by law from the Primary Management Official's final paycheck. Thereafter, legal action may be taken against the former Primary Management Official to recover any portion of the fee, which remains or refer the matter to a collection agency.

2. Pueblo of Isleta Tribal Members being hired as a Primary Management Official will not be assessed a licensing fee. However, if that Tribal Member leaves the employment of the Gaming Enterprise, either voluntarily or involuntarily, within six (6) months of employment, that employee will be liable to the Agency for the full amount of that employee's portion of the licensing fee. In this event, the Human Resources Department will provide documentation to the Payroll Department in order to garnish as much of the requisite amount as possible, allowed by federal law from the employee's remaining paycheck(s).

B. Key Employees and All Other Employees. Prior to processing the license application, an applicant hired in a Key Employee position or all other employee positions shall pay a non-refundable licensing fee established for these positions. The Gaming Enterprise shall pay the total fee to the Agency on behalf of the applicant. However, one half (½) of the amount will be paid by the Gaming Enterprise and one half (½) by the applicant. If an employee chooses not to pay to the Gaming Enterprise the entire fee up front, the Human Resources Department shall provide documentation to the Payroll Department in order to deduct and pay to the Gaming Enterprise the applicant's portion of the licensing fee from the employee's wages each pay period in equal installments over a six (6) month period until the fee is paid in full. The Gaming Enterprise shall pay the licensing fee in full to the Agency regardless of the payment arrangement made by the applicant.

1. If an employee terminates his or her employment either voluntarily or involuntarily, before paying the entire fee, the Human Resources Department shall provide documentation to the Payroll Department in order to deduct as much of the unpaid amount as allowed by law from the former employee's final paycheck(s). Thereafter, legal action may be taken against the former employee to recover any portion of the fee which remains unpaid or refer the matter to a collection agency.

2. Pueblo of Isleta Tribal Members being hired as a Key Employee or in other employment positions in the Gaming Enterprise will not be assessed a licensing fee. However, if a tribal member leaves the employment of the Gaming Enterprise, either voluntarily or involuntarily, within six (6) months of employment, that employee will be liable to the Agency for the full amount of that employee's portion of the licensing fee. In this event, the Human Resources Department will provide documentation to the Payroll Department in order to garnish as much of the requisite amount allowed by law from the employee's remaining paycheck(s).

8.4 Background Investigations. Upon completion and submission of a license application by the applicant, the Agency shall conduct a background investigation on the applicant, which at a minimum, shall include the following:

A. An inquiry into the applicant's prior activities, reputation, habits and associations through review of the criminal record, if any, motor vehicle or driving records, social security check, credit history, and the like;

B. Interviews with persons knowledgeable about the applicant's character, reputation and background, such as personal references, former employers and co-workers, partners, business associates, and others;

C. Reviewing relevant financial records of the applicant;

D. Verification of the truthfulness and accuracy of the information contained in the application through contacts with individuals and entities, including any federal, tribal, state or local government agency identified in the application;

E. Documentation of all potential problem or questioned items or issues relating to the applicant, including identification of all disqualifying or derogatory information obtained in the course of the investigation;

F. Such other actions as necessary to provide a complete and accurate picture of the applicant's character, reputation and background to allow the Agency to make a determination as to the suitability of the applicant for licensure.

8.5 Reporting Requirements for Key Employee or Primary Management Officials.

A. When a Key Employee or Primary Management Official begins work at the Gaming Enterprise, the Agency shall send the required information to the NIGC and the State Gaming Representative.

B. Upon completion of a background investigation on a Key Employee or Primary Management Official, the Agency or its designated agent shall prepare a report on the investigation and shall send the report, along with a copy of the completed license application, to the NIGC and the State Gaming Representative within sixty (60) days after an employee begins work. The report shall include:

1. The steps taken in conducting the background investigation;
2. The results of the background investigation;
3. The Agency's conclusion;
4. The basis for the Agency's conclusions; and
5. A copy of the suitability determination made under Regulation 8.9.

C. If the Agency decides not to issue a license to a Key Employee or a Primary Management Official, it shall notify the NIGC and the State Gaming Representative of its decision.

8.6 Applicant Leaves Employment Before Completion of Background Investigation; Reapplication.

If an applicant terminates his or her employment before the background investigation is complete, the investigation shall continue to completion. The Agency, in its discretion, may stop the investigation at the applicant's written request if the background investigation has not begun. However, the applicant remains liable for the required non-refundable licensing fee, regardless of whether the Agency continues or stops the investigation. If the applicant reapplies for a license within one hundred eighty (180) calendar days after the date of employment termination, no additional licensing fee shall be charged, but the applicant must update the information required in the license application. If the applicant reapplies for a license after one hundred eighty (180) days, the applicant must undergo the entire licensing process, including payment of all fees.

8.7 Duty to Cooperate with Investigation. Employee applicants and licensees shall have a continuing duty to provide any facts, materials, assistance, or other information required by the Agency, and to fully cooperate in any investigation conducted by or on behalf of the Agency. Any information relevant to the application or to the licensee or applicant's character, or fitness to be involved with the gaming activity or Gaming Enterprise shall be provided to the Agency promptly upon a request from the Agency.

8.8 Continuing Responsibility to Report Changes in Information. It is the responsibility of all employee applicants or licensees to inform the Agency, by way of written amendment, of

any change(s) to an application immediately as may occur at any time while awaiting issuance of a license, during the conduct of a background investigation or while the license is valid or in use. This includes, but is not limited to, name, address and phone number changes; any changes to the applicant's criminal record such as new criminal charges, warrants, incarceration or work release; acquisition or change in any business interests or ownership, and any other pertinent information required in the application. This responsibility shall remain in effect from the time the license application is submitted to the Agency until such time the license expires or is otherwise terminated. Such additional information is subject to investigation processes for licensing.

8.9 Determination on Licensing an Employee.

A. Generally. The Agency shall make written findings based on the application and information obtained from the background investigation and all reasonable sources in accordance with Regulation 7.9.A and shall then render a determination on an individual's suitability for licensing in accordance with Regulation 7.9.B.

B. Approval for Licensing. The Agency shall issue an employee license to an applicant after the Agency determines that the applicant is suitable for licensing, subject to the following limitations if applicable for the particular position held by the applicant:

- 1. Key Employees and Primary Management Officials:** After receiving the investigative report required under Regulation 8.5.B., the NIGC and the State Gaming Representative have thirty (30) days to notify the Agency of any objections to the licensing of the applicant employed in a position of a Key Employee or Primary Management Official.
- 2.** Within the thirty (30) day period, the NIGC or the State Gaming Representative may request the Agency to submit additional information on the applicant. Such a request shall suspend the thirty (30) day period until the NIGC or the State Gaming Representative receives the additional information.
- 3.** If within the thirty (30) day period the NIGC or the State Gaming Representative notify the Agency that there are no objections to the licensing of the applicant, the Agency may issue a license to the applicant.
- 4.** If the thirty (30) day period has expired and the NIGC or the State Gaming Representative have failed to notify the Agency of any objections to the licensing of the applicant, the Agency may issue a license to the applicant.
- 5.** If within the thirty (30) day period the NIGC or the State Gaming Representative provides the Agency with a list of objections to the licensing of the applicant, the Agency shall reconsider the application in light of the objections. After reconsidering the application, the Agency shall make a final determination whether to issue or not to issue a license to the applicant.
- 6.** No Isleta Gaming Enterprise shall employ a Key Employee or Primary Management Official who has not been issued a license or a temporary permit under these Regulations after ninety (90) days of employment.

C. Grounds for Denial of License. The Agency shall deny an application for

licensure if it determines that the applicant is unsuitable for licensure based on any reasonable grounds, as set forth in Regulation 7.9.D.1 and 2. The employee applicant shall be given written notice of the denial pursuant to Regulation 7.9.D.3. The Gaming Enterprise shall be given notice that the employee's application has been denied.

8.10 Transfer to Another Position; Promotion to Key Employee or Primary Management Official Position.

A. Transfer to Another Position. When any employee of the Gaming Enterprise transfers from one position to another within the gaming operation, that employee must immediately report to the Human Resource Department to obtain transition documentation and the Agency to complete an updated license application and obtain a new ID badge. This process must be completed prior to the employee beginning his or her new position without exception. The employee's retention of this new position shall depend on the Agency's issuance of a favorable suitability determination based on the updated background investigation under this Regulation and Regulation 7. No additional licensing fee shall be required. This applies to all employees of the Gaming Enterprise, regardless of position or title.

B. Promotion to Key Employee or Primary Management Official Position. When an employee with the Gaming Enterprise receives a promotion to a Key Employee or Primary Management Official position, that employee must immediately report to the Human Resource Department to obtain transition documentation and the Agency to complete updated license application and obtain a new ID badge. This process must be completed prior to the employee beginning his or her new position without exception. The employee's retention of this new position shall depend on the Agency's issuance of a favorable suitability determination based on the updated background investigation under this Regulation and Regulation 7, including the reporting and review requirements for Key Employee and Primary Management Official positions under Regulation 8.9.B. No additional licensing fee shall be required. This applies to all employees of the Gaming Enterprise, regardless of position or title.

8.11 Employee License Term; Renewal.

A. Term. An employee license issued under these Regulations shall have a term of three (3) years and shall terminate in accordance with Regulation 7.10.A.

B. License Expiration Date; Responsibility to Reapply. It is the responsibility of the employee to reapply with the Agency for renewal of their license before the expiration date of that license. The Agency is not responsible for notifying employees of their license expiration and the need to reapply.

C. Renewal Application Process. In accordance with Regulation 7.10.C., an employee shall submit an application for license renewal and pay any required fees to the Agency at least forty-five (45) days, but no less than thirty (30) days, before their license expiration date.

1. The Agency shall conduct an updated background investigation with respect to the employee's license renewal application and shall make a decision to grant a renewal or deny the employee's license renewal based on the findings of the background investigation and the application. Generally, a renewed set of fingerprints is not required upon renewal, unless the renewal application or criminal records check indicates criminal improprieties since the initial

application. Employees shall pay the requisite non-refundable licensing fee each time they renew their license. However, the Agency, in its discretion, may waive an employee's licensing fee if the employee has maintained an exemplary work and licensing record.

2. If the Agency determines that the renewal of the employee's license is denied as being unsuitable on grounds in Regulation 7.9.D.2., the employee shall be given notice of the denial and right to appeal in accordance with Regulation 7.9.D.3. The Gaming Enterprise shall be given notice that the employee's license renewal has been denied.

8.12 Employee Identification Badges. All employees of the Gaming Enterprise must possess and wear an ID badge issued by the Agency that is readily visible and verifiable, unless specifically exempted because of job duties such as surveillance.

A. Issuance of Badges; Term. A temporary ID badge shall be issued in conjunction with a temporary permit to those employees pending the completion of the background investigation. A permanent ID badge shall be issued upon a favorable suitability determination by the Agency and in conjunction with the issuance of a gaming license. A temporary ID badge shall be valid for ninety (90) days. A permanent ID badge shall be valid for three (3) years and coincides with valid dates of the employee's gaming license.

B. Possession of ID Badge Required. All employees shall wear their ID badge at all times while on the premises or in the Gaming Enterprise facilities, including but not limited to, working hours, attendance at meetings or attending to other matters on the premises. No employee is allowed on the premises or in any facility of the Gaming Enterprise without an ID badge. Neglect or failure to bring an ID badge to work will result in the employee being issued a temporary Visitor's badge by Security, which shall be used until the employee retrieves or produces his or her regular badge or is issued a replacement badge, and the employee shall be subject to a fine and any required fees for the issuance of a Visitor's badge. No employee shall use the ID badge of another employee. Use of another employee's ID badge or allowing another employee to use one's ID badge is grounds for disciplinary actions. Employee ID badges must be readily visible to ensure proper and authorized access to various areas of the facilities.

C. Lost Badges. Employees who lose their ID badge are required to immediately report the loss to the Agency to obtain a replacement badge. In the event that the Agency office is closed, a Visitor's badge may be issued by Security and logged along with an Incident Report filled out by Security for that immediate work shift and the employee shall report the loss to the Agency as soon as possible thereafter. Failure to report a lost badge is considered a violation subject to disciplinary action. The employee may be subject to a fine for losing their license and is also responsible for payment of all fees associated with the reissuance of their ID badge and the issuance of a Visitor's badge.

D. Termination of Employment. When an employee terminates their employment with the Gaming Enterprise, either voluntarily or involuntarily, the ID badge shall be returned to the Human Resources Department before any final paycheck is issued to the individual. The returned ID badge shall be turned over to the Agency for processing in accordance with Agency procedures for ID badges.

8.13 Prohibition Against Holding Vendor License While An Employee. All employees of

the Isleta Gaming Enterprise are ineligible for a Vendor License, which would be deemed a conflict of interest by the Agency pursuant to Regulation 5.3, and are prohibited from holding both an employee license and a vendor license at the same time. Any vendor who seeks to become an employee of the Gaming Enterprise must surrender their vendor license prior to seeking an employee license.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming License Review Procedures (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2001-104 Pueblo of Isleta Gaming License Review Procedures (enacted 8/29/01); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/14/03); Isleta Gaming Commission Regulation Chapter 18 (revised 12/18/99); Isleta Gaming Commission Regulation Chapter 19 (revised 12/16/99); 2007 Tribal-State Compact; IGRA; NIGC Regulations.

REGULATION 9: REGISTRATION AND LICENSING OF VENDORS

9.1 Registration of All Vendors. All vendors must register with the Agency prior to conducting business with the Gaming Enterprise or entering the gaming premises for the purpose of conducting business for the first time or upon receipt of a registration form from the Agency if the vendor already has provided goods or services to the Gaming Enterprise. All vendors must complete a registration form and supply all information that may be requested by the Agency.

A. Policy; Identification of Parties Providing Services. The policy for vendor registration is to identify those vendors, and individuals acting on behalf of a vendor, who will be accessing the Gaming Enterprise premises, including secure areas, as a way to ensure the safety and security of the Gaming Enterprise property, assets and its employees. No vendor, who has not yet received either a temporary permit or a license, shall be issued a Visitor's badge unless the vendor or individual has first registered with the Agency.

B. No Registration Fee. Unlike licensing, there is no fee required for a vendor to register with the Agency.

C. Applicability. All vendors must register with the Agency regardless of the type of goods or services or dollar amount or duration of contracts with the Gaming Enterprise. The registration requirement is a separate requirement and is in addition to the licensing requirements, if any, for a particular vendor or type of vendor.

D. Failure to Register. The failure or neglect of a vendor to register with the Agency as required under this Regulation shall result in disciplinary action, which may include, but not be limited to, a fine or exclusion from the premises, and could affect a suitability determination for a vendor's license.

E. Responsibility to Report Changes in Information. It is the responsibility of the vendor to inform the Agency of any changes in the information required for vendor registration at any time while doing business with the Gaming Enterprise or at any time the vendor is accessing the gaming premises. This includes updating vendor employee information.

9.2 License or Permit Required. All vendors required to be licensed shall be issued a license or a temporary permit by the Agency before conducting business of any kind with the Gaming Enterprise. The following vendors are required to be licensed by the Agency:

A. Any person or entity that manufactures, distributes or sells gaming devices to the Gaming Enterprise or proposes to do so;

B. Any person or entity who sells gaming related goods or services to the Gaming Enterprise or proposes to do so;

C. Any person or entity who sells goods or services, other than gaming equipment or goods and services, to the Gaming Enterprise or proposes to do so;

D. Any person or entity doing business or proposing to do business with the Gaming Enterprise that the Agency deems necessary to be licensed.

9.3 Applications; Required Information.

A. Application and Required Information. In addition to the general provisions of Regulation 7 and the vendor registration requirements of Regulation 9.1, all vendor applicants must complete an application form for a license and submit the following items:

1. Signed Release of Information form(s). The Agency requires that all of the following must sign individual Release of Information forms and provide the requested information such as name, date of birth and social security number for purposes of conducting a background investigation:
 - a. owner(s) if the business is a proprietorship;
 - b. all partners/member(s) and manager(s) if the business is a partnership or LLC;
 - c. the officer(s), director(s)/trustees if the business is a corporation, trust, etc., and
 - d. the designated agent(s) of the local subsidiary(s), and
 - e. the person signing off on the Vendor License Application, employed by the vendor.
2. All required personal and business information, which may include, but is not limited to, financial history, financial holdings, real and personal property ownership, interests in other companies, criminal history, personal history and associations, character and reputation, and all other information requested by the Agency.
3. Any required licensing fees.

B. Disclosure of Contracts. A copy of the proposed contract between the proposed vendor and the Gaming Enterprise shall also be submitted with the application. The Gaming Enterprise shall certify that the contract or any modifications to the contract conform with all applicable gaming laws and regulations. The Gaming Enterprise shall provide any additional information, details or documents as requested by the Agency regarding a proposed contract. It is the responsibility of the Gaming Enterprise to provide the Agency with copies of all final signed vendor contracts.

C. Subcontractors, Consultants and Others Providing Goods and Services. The applicant shall provide such information required by the Agency on all subcontractors, consultants or others performing services or providing goods or gaming devices, as defined by these regulations, under the applicant's contract or agreement with the Gaming Enterprise relating to gaming on tribal lands. This may also include those employees of a non-gaming vendor who have access to the gaming facility.

D. Failure to Complete Initial Application or Provide Required Information. All portions of the application form must be completed and the required information and documents must be returned to the Agency, along with the requisite fees, in order for the vendor's application process to proceed. If an applicant fails to complete any portion of the application

process within a reasonable time, such inaction may be seen as an indication that the applicant no longer wishes to conduct business with the Gaming Enterprise and the Agency may notify the vendor in writing that their application could be withdrawn from consideration and that the applicant may be prohibited from reapplying for a vendor license for a specified period from the date of the Agency's letter. The Agency may allow the vendor applicant to reapply sooner than the specified period because good cause is shown for the failure to complete the application process.

9.4 Vendor Licensing Fees.

A. Gaming Vendors. Prior to processing a license application, the gaming vendor shall pay, in full, the non-refundable licensing fee as set by the Tribal Council and/or the Agency.

B. Non-Gaming Vendors. Prior to processing a license application, the non-gaming vendor shall pay, in full, the non-refundable licensing fee as set by the Tribal Council and/or the Agency.

1. If a Pueblo of Isleta Tribal Member owns a non-gaming vendor business, that vendor will not be assessed a non-gaming license fee but will still be required to be licensed by the Agency before the vendor may do business with the Gaming Enterprise.

9.5 Background Investigations. Upon receiving a completed application, required information and documentation and the appropriate licensing fee, the Agency shall conduct a background investigation on the applicant, which at a minimum, shall include the following:

A. Verification of the truthfulness and accuracy of the information contained in the application through contacts with individuals and entities, including any federal, tribal, state or local government agency identified in the application;

B. Interviews with persons knowledgeable about the applicant's character, reputation and background, such as personal references, former employers, employees or co-workers, partners, business associates, and others;

C. Reviewing the relevant financial records of the applicant for at least three (3) years preceding the application; and

D. An inquiry into the prior activities, reputation, habits and associations through review of the criminal record, if any, motor vehicle or driving records, social security check, credit history, and the like of the principal individuals of the entity sought to be licensed.

E. Documentation of all potential problem or questioned items or issues relating to the applicant, including identification of all disqualifying or derogatory information obtained in the course of the investigation;

F. Such other actions as necessary to provide a complete and accurate picture of the applicant's character, reputation and background to allow the Agency to make a determination as to the eligibility of the applicant for licensure.

9.6 Applicant Withdraws Application. If a vendor applicant chooses to withdraw its

license application before the background investigation is complete, the investigation shall continue to completion. The Agency, in its discretion may stop the investigation at the applicant's written request if the background investigation has not begun. However, the vendor remains liable for the required non-refundable licensing fee regardless of whether the Agency continues or stops the investigation. If the vendor reapplies for a license within one hundred eighty (180) calendar days, no additional licensing fee shall be charged, but the vendor must update all information required in the license Application. If the vendor reapplies for a license after one hundred eight (180) days, the applicant must undergo the entire licensing process, including payment of all fees.

9.7 Duty to Cooperate with Investigation. Vendor applicants and licensees shall have a continuing duty to provide any facts, materials, assistance, or other information required by the Agency, and to fully cooperate in any investigation conducted by or on behalf of the Agency. Any information relevant to the application or to the licensee or applicant's character, or fitness to be involved with the gaming activity or Gaming Enterprise shall be provided to the Agency promptly upon a request from the Agency. Failure to provide any information required or requested constitutes sufficient grounds for the Agency to deny or revoke any vendor gaming license and/or require termination of the applicant's or licensee's contract or agreement between the Isleta Gaming Enterprise and any person or entity who failed to provide the required or requested information.

9.8 Continuing Responsibility to Report Changes in Information. It is the responsibility of all vendor applicants or licensees to inform the Agency, by way of written amendment, of any change(s) to an application immediately as may occur at any time while awaiting issuance of a license, during the conduct of a background investigation or while the license is valid or in use. This includes, but is not limited to, name, address and phone number changes; any changes to the criminal record of any of the principal parties of the business such as new criminal charges, warrants, or incarceration; acquisition or change in any business interests or ownership interest, and any other pertinent information required in the application. This responsibility shall remain in effect from the time the license application is submitted to the Agency until such time the license expires or is otherwise terminated. Such additional information is subject to investigation processes for licensing. Failure to provide any updated required or requested information constitutes sufficient grounds for the Agency to deny or revoke any vendor gaming license and/or require termination of the applicant's or licensee's contract or agreement between the Isleta Gaming Enterprise and any person or entity who failed to provide the updated information.

9.9 Determination on Licensing a Vendor.

A. Generally. The Agency shall make written findings based on the application and information obtained from the background investigation and all reasonable sources in accordance with Regulation 7.9.A and shall then render a determination on an applicant's suitability for licensing in accordance with Regulation 7.9.B.

B. Approval for Licensing. The Agency shall issue a vendor license to an applicant after the Agency determines that the applicant is suitable for licensing.

C. Grounds for Denial of License. The Agency shall deny an application for licensure if it determines that the applicant is unsuitable for licensure based on any reasonable grounds, as set forth in Regulation 7.9.D.1 and 2. The vendor applicant shall be given written notice of the denial pursuant to Regulation 7.9.D.3. The Gaming Enterprise shall be given

notice that the vendor application has been denied.

9.10 Vendor License Term; Renewal.

A. Term. A vendor license issued under these Regulations shall have a term of two (2) years and shall terminate in accordance with Regulation 7.10.A. This term applies to licenses issued to gaming and non-gaming vendors.

B. License Expiration Date; Responsibility to Reapply. It is the responsibility of the vendor to reapply with the Agency for renewal of their license before the expiration date of that license. The Agency is not responsible for notifying vendors of their license expiration and the need to reapply.

C. Renewal Application Process. In accordance with Regulation 7.10.C., a vendor shall submit an application for license renewal and pay any required fees to the Agency at least sixty (60) days, but no less than forty-five (45) days, before their license expiration date.

1. The Agency shall conduct an updated background investigation with respect to the vendor's license renewal application and shall make a decision to grant a renewal or deny the vendor's license renewal based on the findings of the background investigation and the application. Generally, a renewed set of fingerprints for the principal parties of the entity is not required upon renewal, unless the renewal application or criminal records check indicates criminal improprieties since the initial application. Vendors shall pay the requisite non-refundable licensing fee each time they renew their license.

2. If the Agency determines that the renewal of the vendor's license is denied as being unsuitable on grounds in Regulation 7.9.D.1 and 2, the vendor shall be given notice of the denial and right to appeal in accordance with Regulation 7.9.D.3. The Gaming Enterprise shall be given notice that the vendor's license renewal has been denied.

9.11 Termination of Business Relationship with Vendor.

A. Revocable Privilege with No Vested Rights or Obligations. In accordance with Regulation 7.1, the issuance of a license by the Agency is a revocable privilege which does not grant any rights to the vendor applicant or licensee, nor does it guarantee or promise any business dealings or continued business dealings, nor does it constitute any contractual rights or obligation of business rights whatsoever.

B. Termination Based on Unsuitable Licensing Determination. The Gaming Enterprise shall promptly terminate all vendor/contractor business relationships for a vendor or contractor whom the Agency has determined is not, or is no longer suitable for licensure. The requirement to terminate the business relationship shall occur at the conclusion of any appeal process under the Gaming License Review Procedures, or shortly after the end of the ten (10) day request period in the event that the vendor does not file an appeal.

C. Notice to Agency of End of Business Relationship. In the event that the Gaming Enterprise terminates or ceases to do business with a holder of a vendor's license for reasons other than the successful completion of a project or contract or for reasons that could result in an unfavorable suitability determination, the Gaming Enterprise shall notify the Agency

within ten (10) business days of the termination or end of the business relationship with the vendor.

9.12 Vendor Identification Badges. All vendors, their employees and their agents conducting business of any nature with the Gaming Enterprise must possess and wear an ID badge issued by the Agency that is readily visible and verifiable.

A. Issuance of Badges; Term. A temporary ID badge shall be issued in conjunction with a temporary permit to those vendors pending the completion of the background investigation. A permanent ID badge shall be issued upon a favorable suitability determination by the Agency and in conjunction with the issuance of a gaming license. A temporary ID badge shall be valid for ninety (90) days. A permanent ID badge shall be valid for two (2) years and coincides with valid dates of the vendor's gaming license.

B. Possession of ID Badge Required. All vendors, their employees and agents shall wear their ID badge at all times while on the premises or in the Gaming Enterprise facilities, including but not limited to, working hours, attendance at meetings or attending to other matters on the premises. No vendor is allowed on the premises or in any facility of the Gaming Enterprise without an ID badge. Neglect or failure to bring an ID badge while on the premises will result in the vendor being denied access to the premises or facility and this incident must be reported to the Agency. A temporary Visitor's badge may be issued to the vendor and shall be used until the vendor retrieves or produces his or her regular badge, and shall be subject to a fine and any required fees for the issuance of a Visitor's badge. Vendor ID badges must be readily visible to ensure proper and authorized access to various areas of the facilities.

1. Often a vendor is issued a set number of ID badges for their employees but more than one employee may use the vendor badge at different times. Each of the employees who will be using the vendor's ID badges must be identified to the Agency through vendor registration under Regulation 9.1 and/or the licensing process. The Agency must be notified in writing of changes in employees who will be using the vendor ID badges as soon as this information is known to the vendor. The notification can be done by updating the vendor registration information under Regulation 9.1.E.

C. Lost Badges. Vendors who lose their ID badge are required to immediately report the loss to the Agency to obtain a replacement badge. In the event that the Agency office is closed, a Visitor's badge may be issued by Security and logged along with an Incident Report filled out by Security for that immediate situation and the vendor shall report the loss to the Agency as soon as possible thereafter. Failure to report a lost badge is considered a violation subject to disciplinary action. The vendor may be subject to a fine for losing their license and is also responsible for payment of all fees associated with the reissuance of their ID badge and the issuance of a Visitor's badge.

D. Termination of Business with the Gaming Enterprise. When a vendor terminates their business dealings with the Gaming Enterprise, either voluntarily or involuntarily, the ID badge shall be returned to the Agency before any final or outstanding payment is issued to the individual. The returned ID badge shall be retained in the former vendor's licensing file.

9.13 Issuance of Visitor's Badge to Vendor. A vendor, who has not received a temporary or permanent ID badge or does not have their ID badge in accordance with Regulation 9.12.B

or C., may be issued a temporary Visitor's badge. However, no Visitor's badge may be issued to a vendor who has not registered with the Agency in accordance with Regulation 9.1. The issuance of a Visitor's badge to an unregistered vendor is subject to disciplinary action.

9.14 Prohibition Against Holding Vendor License While An Employee. All employees of the Isleta Gaming Enterprise are ineligible for a Vendor License, which would be deemed a conflict of interest by the Agency pursuant to Regulation 5.3, and are prohibited from holding both an employee license and a vendor license at the same time. Any vendor who seeks to become an employee of the Gaming Enterprise must surrender their vendor license prior to seeking an employee license.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2000-07 Disbursement Policies for Tribal Expenditures (adopted 1/10/00); Tribal Council Resolution No. 2001-104 Pueblo of Isleta Gaming License Review Procedures (adopted 8/29/01); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/14/03); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 18 (revised 12/18/99); Isleta Gaming Commission Regulation Chapter 19 (revised 12/16/99); 2007 Tribal-State Compact; IGRA; NIGC Regulations.

REGULATION 10: GAMING FACILITY LICENSING**10.1 License Required.**

A. Facility Must be Licensed. The Agency will issue a license to each Gaming Facility where Class II or Class III gaming is to be conducted on the Pueblo of Isleta tribal lands. No gaming activity may be conducted in any Gaming Facility on Isleta tribal lands unless the Gaming Facility is licensed by the Agency or at any place on Isleta tribal lands other than a licensed Gaming Facility.

B. Separate Licenses Required. A separate license shall be issued by the Agency for each Gaming Facility on tribal lands where Class II or Class III gaming is played.

10.2 Application.

A. Application and Documents Required. The Gaming Enterprise shall submit to the Agency a Gaming Facility license application for each Gaming Facility, including, but not limited to such information as the physical layout, floor plans, features of gaming and nongaming areas and location of slot machines, gaming tables and devices throughout the Gaming Facility, an occupancy permit and current inspection report evidencing compliance with the Pueblo Construction Code issued by the Pueblo's Code Officer emergency preparedness plans, surveillance and security, etc., as may be required by the Agency to evaluate whether the facility should be, or continue to be, licensed under the standards described in Section 10.3.

B. Additional Information and Documents. The Agency may request any additional information or documents as it deems necessary to make a suitability determination.

10.3 Standards for Licensing.

A. Generally. The Agency shall make a determination on a Gaming Facility's suitability for licensing based on its review of all pertinent documents and information. Upon a favorable suitability determination, the Agency shall issue or renew a license to a Gaming Facility.

B. Favorable Suitability Determination. The Agency shall render a favorable suitability determination for a Gaming Facility if the Gaming Enterprise has satisfied the Agency that (a) such Gaming Facility is located on Indian lands eligible for gaming, (b) the Gaming Enterprise has provided an attestation from the Pueblo's Code Officer certifying that the Gaming Facility is constructed and maintained in accordance with the Pueblo Construction Code and (c) the information provided by the Gaming Enterprise confirms that such Gaming Facility is operated in a manner that protects the environment and the public health and safety. In rendering a favorable suitability determination, the Agency shall determine whether:

1. The Gaming Enterprise has provided a certification from the Pueblo's Code Official that the construction and the maintenance of a gaming facility is in accordance with the applicable Pueblo Construction Code and adequately protects the environment and the public health and safety;
2. The Gaming Enterprise shows evidence in the form of a certificate from the Pueblo's Code Official that all new construction or renovations after August 29, 1997 at any Gaming Facility meet or exceed construction standards at least as stringent as the Pueblo Construction Code;

3. The Gaming Enterprise shows evidence that all new construction or modifications at any Gaming Facility comply with any and all applicable environmental laws or regulations;
4. The Gaming Facility provides for the safety and protection of visitors to the Gaming Facility and their property, including emergency preparedness, surveillance, law enforcement and security measures;
5. The Gaming Enterprise shows evidence that the Gaming Facility's food service operation has been inspected to ensure that it meets or exceeds the standards and requirements of the current edition of the New Mexico Food Service Sanitation Act, § 15-1-1 to § 15-1-13 NMSA 1978;
6. The Gaming Facility provides for the physical safety of personnel employed by the gaming operation as required under applicable federal standards and requirements relating to conditions of work;
7. The Gaming Facility complies with all applicable requirements for gaming facilities contained in federal, tribal, state law and these regulations: and
8. The gaming facility complies with any other laws of the Pueblo with respect to the protection of persons, property and assets of the Gaming Enterprise from risk or danger.

C. Required Certifications. In addition to rendering a favorable suitability determination, the Agency shall certify to NIGC and/or the State Gaming representative, as required under the Compact or applicable federal regulations, that (i) the construction and maintenance of each Gaming Facility on tribal lands, is in accordance with the Pueblo Construction Code, based on the certification of the Pueblo's Code Official, and (ii) the operation of that Gaming Facility is conducted in a manner which adequately protects the environment and the public health and safety.

D. Grounds for Unfavorable Suitability Determination. The Agency shall render an unfavorable suitability determination for a Gaming Facility's failure to meet the criteria specified in Regulation 10.3. The Agency shall notify the Gaming Enterprise of the unfavorable suitability determination and afford the Gaming Enterprise the opportunity to correct any deficiencies within a time period agreed upon between the Agency and the Gaming Enterprise. The Agency shall reconsider the Gaming Facility licensing application after review and inspection of the corrected deficiencies and render a determination thereafter.

10.4 License Term; Renewal.

A. Term. Gaming Facility licenses shall have a term of one (1) year from the date of issuance, unless an extension is granted in Regulation 10.4.D below.

B. License Expiration Date; Application for Renewal. The Gaming Enterprise is responsible to reapply with the Agency for a renewal of the Gaming Facility license by submitting an application for license renewal and pay any required fee to the Agency at least thirty (30) days before the license expiration date.

C. Updated Review and Report for Renewal. The Agency shall conduct an updated review in accordance with Regulation 10.7 and prepare a report that addresses the Gaming Facility's compliance with the standards and criteria of Section 10.3.B.

D. Extension Request. In the event that there is an item or deficiency that could result in an unfavorable suitability determination and could result in the Gaming Facility's license not being renewed by the expiration date of the Facility License, the Gaming Enterprise may make a written request to the Agency for an extension of the Gaming Facility license term to allow the Gaming Enterprise to correct the deficiency.

1. An extension of a Gaming Facility's license term may be granted in the Agency's discretion and shall be for a specific time period to allow the Gaming Operation to correct any deficiency in accordance with Regulation 10.3.B above. An additional extension may be granted upon a showing of good cause. Such extensions are only to be issued in limited circumstances and are not intended to be routinely or regularly issued.

10.5 Posting of Gaming Facility License. Each Gaming Facility license shall be prominently displayed in the subject Gaming Facility so that it can be easily viewed by patrons.

10.6 Construction or Modification of Gaming Facility.

A. Notice to Agency Prior to Commencement of Work.

1. The Gaming Enterprise is required to notify the Agency of any and all (i) new construction expansion and renovation projects, and (ii) repair, maintenance and remodeling projects involving personnel other than Gaming Enterprise employees being present in or having access to non-public areas of any Gaming Facility prior to commencement of any such project (a "Reportable Project"). For purposes of this Section 10.6, new construction, expansion and renovation projects are those that (a) create new enclosed space within the Gaming Facility, (b) move existing support structures or walls altering the floor plan of the Gaming Facility, or (c) directly affect the conduct of gaming operations in any manner. Repair, maintenance and remodeling projects are those that do not affect a Gaming Facility floor plan or gaming operations such as upgrading or replacing carpets, moving utility outlets and connections, painting or resurfacing areas of the Gaming Facilities, etc.

2. The Gaming Enterprise shall not be required to provide specific advance notice of any routine maintenance, repair or remodeling project that does not involve non-Gaming Enterprise employees being present in or having access to any non-public areas of the Gaming Facility, but shall provide the Agency with access to information regarding the flow of such projects through an electronic connection to the Gaming Enterprise's work order log for such projects or a similar means.

3. Advance notice shall be excused for Emergency Reportable Projects. An Emergency Reportable Project is a Reportable Project required to respond to an event or set of events that occurs affecting the Gaming Facility that is or are not reasonably foreseeable or anticipated and must be commenced prior to any reasonable opportunity to notify the Agency in order to effectively deal with such event or events. Examples of such emergencies include a natural disaster, a breakdown or malfunction of key equipment, an abrupt cut-off in supplies or services or emergency maintenance of a building or equipment beyond those presented in the annual budget. The Gaming Enterprise shall promptly inform the Agency of any Emergency Reportable Project for which advance notice is excused at the earliest reasonable opportunity, and shall provide all information requested

by the Agency with respect to any such Reportable Project.

4. The Gaming Enterprise shall conduct all projects, whether or not a Reportable Project, in accordance with the Pueblo's Construction Code and any other applicable law, and shall provide the Agency with documentary evidence of its compliance.

B. Required Documents and Information. Prior to commencement of any Reportable Project other than an Emergency Reportable Project, or its continuation if it has become a Reportable Project through change order, the following documentation must be provided to the Agency at least ten (10) days in advance of any construction related activity and on a continual basis thereafter throughout the duration of the Reportable Project:

1. Copies of all proposed contracts pertaining to the intended construction or modification to any Reportable Project at a Gaming Facility. This includes, but is not limited to contracts from architects, construction contractors and other materials or services provided under a direct contract with the Pueblo. All proposed contracts are subject to the requirements of Regulation 9.3.8. All proposed contractors are subject to vendor licensing under Regulation 9.

2. Copies of original blueprints and plans. All subsequent changes to the blueprints and plans of a Reportable Project shall be immediately provided to the Agency.

3. Written internal controls and procedures for how the Gaming Enterprise intends to manage, internally and externally, the flow of construction workers and contractors to ensure (a) the security and integrity of the Gaming Operation at the affected Gaming Facility and (b) Pueblo assets are not compromised or jeopardized in any way. The Agency must determine, in writing, that these internal controls and procedures are in compliance with all requirements prior to commencement of any construction of any Reportable Project.

4. Documentation showing that all construction of a Reportable Project is conducted pursuant to the Pueblo's Construction Code and all other applicable laws.

5. Any other documentation that the Agency reasonably determines necessary to ensure compliance with all applicable federal, tribal and state laws and regulations, including the Compact.

In the case of an Emergency Reportable Project such documentation shall be provided as soon as reasonably feasible.

C. Providing Documents or Information Upon Agency Request. In addition to the information and documentation required for Reportable Projects under Subsection B, upon request of the Agency, the Gaming Enterprise shall provide any other information or documentation in the Gaming Enterprise's possession or reasonably obtainable by it with respect to any project, whether a Reportable Project or not.

D. Compliance with Security Procedures. All individuals and entities involved in the construction or modification of any Gaming Facility must strictly adhere to all security procedures.

10.7 Monitoring, Oversight and Inspection. The Agency shall monitor the Gaming Facility's continued compliance with all applicable laws, regulations, rules, standards and procedures at such times as the Agency reasonably determines necessary during the term of the Gaming Facility license. Such monitoring and oversight may include inspections, monitoring, reporting and recordkeeping requirements consistent with these regulations at any time and without prior notice.

A. Safety and Construction Standards Annual Inspection. The Gaming Enterprise shall provide to the Agency an annual certified report of the Pueblo's Code Official that each Gaming Facility, including any and all additions thereto, is in compliance with the Pueblo Construction Code. If the State Gaming Representative requests sufficiently in advance of the annual inspection, the State Gaming Representative may be present at these inspections. The Agency shall provide copies of such inspection reports by the Pueblo's Code Official to the State Gaming Representative if requested to do so in writing. Any deficiencies noted in such inspections shall be corrected within a time either established by the Agency or agreed upon between the State Gaming Representative and the Tribe.

10.8 Production of Records; Inspection of Documents; Access to Premises.

A. Duty to Produce Records, Information or Evidence. The Gaming Enterprise, as a Gaming Facility licensee, and its employees have a continuing duty to produce records or documentation or to give information upon proper and lawful demand by the Agency or any employee or agent of the Agency. The Gaming Enterprise or its employees shall not otherwise interfere, or attempt to interfere, with any proper and lawful efforts by the Agency or any employee or agent of the Agency to obtain such records or documentation.

B. Inspection of Documents or Conduct of Gaming Activities. The Gaming Enterprise, as a Gaming Facility licensee, shall immediately make available for inspection by any Agency employee or agent all papers, books and records produced by the Gaming Enterprise and any Gaming Facility. Any Agency employee or agent shall be given immediate and unrestricted access to any portion of the Gaming Facility licensee premises for the purpose of inspecting or examining any records or documents required by applicable law or regulation on any gaming device or equipment, or the conduct of any gaming activity for the purpose of ensuring compliance with all applicable laws and regulations.

C. Access to Areas and Records. Immediate and unrestricted access to the areas and records of the Gaming Facility licensee which may be inspected or examined by Agency employees or agents shall be granted to any Agency employee or agent who displays an ID badge issued by the Agency pursuant to Regulation 2.3.8.

10.9 Premises Compliance with Pueblo Building Code and Other Applicable Law.

Annually, the Gaming Enterprise shall provide the Agency with:

A. The current Building Permits, Certificate of Occupancy and any inspection reports required with respect to the Gaming Enterprise's Premises other than the Gaming

Facilities; and

B. Suitable and satisfactory evidence that such Premises of the Gaming Enterprise comply with all other applicable law.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2000-07 Disbursement Policies for Tribal Expenditures (adopted 1/10/00); Tribal Council Resolution No. 2001-104 Pueblo of Isleta Gaming License Review Procedures (adopted 8/29/01); Tribal Council Resolution No. 03-063 Tribal Council Authorization for Expenditures Exceeding \$25,000 (adopted 5/19/03); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 3 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 5 (revised 5/14/03); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); 2007 Tribal-State Compact; IGRA; NIGC Regulations; Tribal Council Resolution 2014-072 Pueblo of Isleta Gaming Regulatory Agency Regulation 10 Concerning Licensing and Oversight of Construction at, Gaming Facilities (adopted 11/3/2014); Tribal Council Resolution 2014-073 Pueblo of Isleta Construction Code for Isleta Resort & Casino Facilities.

REGULATION 11: GAMING DEVICES, ASSOCIATED EQUIPMENT AND GAMES

11.1 Policy. The establishment, implementation and enforcement of appropriate standards and safeguards is necessary in order to maintain and ensure the integrity of all gaming devices, associated equipment, or games offered or operated by the Gaming Enterprise at any gaming facility within the Pueblo of Isleta.

11.2 Tribal Standards. Tribal standards for any and all Class III gaming devices, associated equipment and games must be at least as strict as the comparable standards applicable for Class III gaming devices, associated equipment or games within the State of Nevada as required by the Compact. Any and all Class III gaming devices or associated equipment used by the Gaming Enterprise at any gaming facility on tribal lands shall meet or exceed these tribal standards. In addition, the Gaming Enterprise is required to adopt and implement internal controls regarding gaming devices which are at least as restrictive as those set forth in the most current edition of the Minimum Internal Control Standards (MICS) as established by the NIGC relating to gaming machines.

11.3 Requirements for Gaming Devices, Associated Equipment and Games Offered or Operated. No person or entity may distribute, operate or place into operation any gaming device, associated equipment or game on tribal lands unless:

A. The person or entity is licensed by the Agency as a gaming vendor pursuant to Regulations 7 and 9;

B. The distribution or operation of the gaming device, associated equipment or games offered or operated is in strict compliance with applicable certification, approval and licensing requirements of these Regulations.

11.4 Approval of New Gaming Devices, Associated Equipment and Games Offered or Operated; Application and Procedures.

A. Generally. The Gaming Enterprise shall not allow any gaming device, associated equipment or game to be used or played at any gaming facility, unless it has first been approved by the Agency.

B. Application. Applications for approval of a gaming device, associated equipment or game must be made and processed in the manner and on forms as required by the Agency. Each application must include:

1. The complete name and address of the manufacturer and distributor of the gaming device, associated equipment or game, if applicable;

2. The name of the gaming device, associated equipment or game;

3. Affirmative documentation showing that the gaming device, associated equipment or game meets the Tribal standards of Regulation 11.2, has been approved by the State of Nevada or has been tested, approved or certified by an independent gaming laboratory to meet Tribal Standards, if applicable;

4. A complete, comprehensive and technically accurate description and explanation in both technical and lay language of the manner in which the gaming device, associated equipment or game operates;
5. The rules of play, the proposed schedule of payouts, and a statistical evaluation of the theoretical percentages of the game, if applicable;
6. A copy of the proposed or executed contract for the gaming devices, associated equipment or game;
7. The proposed dates of delivery and operational start-up;
8. Information necessary to ensure that the gaming device will communicate with, and be linked to, the Gaming Enterprise's computer system, if applicable;
9. The payout percentages in compliance with required Compact percentages, if applicable; and
10. Any and all additional information or documentation otherwise required by the Agency.

C. Agency Verification of Standards. The Agency shall verify that any gaming device, associated equipment or game meets the Tribal Standards under Regulation 11.2, if applicable, before granting approval for use or play.

D. Approval. After review and evaluation of all relevant information, the Agency shall determine whether approval of the gaming device, associated equipment or game for placement into operation within a gaming facility should be granted. The Agency shall notify the Gaming Enterprise in writing of its decision no later than seven (7) days after receipt of a complete application.

1. It is the responsibility of the Gaming Enterprise to ensure that manufacturers and/or distributors comply with Regulation 11.3, including verification of licensing with the Agency prior to placing a game into operation.
2. Failure to obtain approval of a gaming device, associated equipment or game prior to use or play is considered a violation subject to disciplinary measures.

11.5 Notification of Conversions or Modifications to Gaming Devices, Associated Equipment or Games Offered or Operated; Procedures.

A. Generally. Conversions or modifications may only be made by licensed manufacturers or technicians.

B. Notice. Notification of a conversion or modification must be made by the Gaming Enterprise in the manner and on forms as required by the Agency. Each notification must include:

1. A complete, comprehensive and technically accurate description and explanation of the conversion or modification in both technical and lay language;
2. Documentation showing that the gaming device, associated equipment or game, as converted or modified, meets the tribal standards of Regulation 11.2;
3. Any and all information or documentation otherwise required by the Agency.

C. Agency Verification Device Meets Standards. The Agency shall verify that each gaming device, associated equipment or game meets the Tribal Standards under Regulation 11.2 before any conversion or modification may occur. The Agency shall notify the Gaming Enterprise in writing of its verification.

11.6 Shipping Notification. In addition to the approval and notification requirements in Regulations 11.4 and 11.5, the Gaming Enterprise or the gaming manufacturer must provide written notification to the Agency at least seven (7) days prior to any shipment of gaming devices, associated equipment, games, associated software or other gaming supplies.

A. Waivers to Minimize Disruptions. The Gaming Enterprise may request, in writing, that the Agency provide a waiver to shipping notification requirements when equipment or software is unexpectedly needed for modifications or conversions that would otherwise disrupt the availability of the gaming device, associated equipment or game. In those cases, the Agency will grant waivers for immediate shipments.

11.7 Standard Operating Procedures Required for Gaming Devices, Associated Equipment and Games Offered or Operated.

A. Standard Operating Procedures Required. The Gaming Enterprise shall ensure that SOPs are implemented prior to operating any new game at any gaming facility when such game is not otherwise included in an existing SOP.

B. Vendor Contracts. The Gaming Enterprise shall have SOPs requiring that contracts for gaming devices, associated equipment or games offered or operated include a provision voiding the contract if a vendor is unable to obtain a license pursuant to Regulation 11.3 or if any part of the gaming device, associated equipment or games does not meet Tribal Standards under Regulation 11.2.

C. Delivery and Installation. The Gaming Enterprise shall have operating SOPs for the delivery and installation of gaming devices, associated equipment and games offered or operated.

D. Maintenance. The Gaming Enterprise shall maintain gaming devices, associated equipment and games offered and operated in suitable conditions. The Gaming Enterprise shall have SOPs detailing processes for routine and emergency repairs of gaming devices, associated equipment and games. Such SOPs shall also

provide for written notice to the Agency in the event that any gaming device, associated equipment or game is not operational for a period exceeding five (5) days along with a proposed repair schedule.

E. Notification of Relocation or Removal of Gaming Devices, Associated Equipment and Games. The Gaming Enterprise shall provide notification to the Agency at least seven (7) days prior to a proposed relocation or removal of any gaming device, associated equipment or game. In addition, the Gaming Enterprise shall have SOPs regarding the relocation or removal of any gaming devices, associated equipment or games, including notification to the Agency.

11.8 Marking, Registration, and Distribution of Gaming Devices.

A. Requirements. No gaming device which is also a "gambling device" as defined in 15 U.S.C. §1171(a), shall be distributed to any gaming facility, and the Gaming Enterprise shall not take delivery of a gaming device, unless the gaming device has:

1. A permanent serial number which must be the same number as given the gaming device pursuant to the Gaming Device Act of 1962, 15 U.S.C. §1173, permanently affixed to each device so as to be clearly visible, such number, the manufacturer's name, and if different, any trade name under which the manufacturer does business and the date of manufacture of such device.

2. The Gaming Enterprise shall maintain a permanent listing of the serial numbers of the gaming devices, the name of the manufacturer, the date of manufacture, the name and address of person from whom such device was purchased or acquired (if different from manufacturer), and the name and address of the carrier delivering the device. The Gaming Enterprise shall provide this list in its shipping notification to the Agency.

B. Johnson Act Registration. The Gaming Enterprise or the gaming manufacturer shall provide a copy of the most recent Johnson Act registration, as required pursuant to 15 U.S.C.A. § 1173, to the Agency as proof of compliance with applicable Johnson Act requirements for purchase, sale, transportation and distribution of gaming devices.

11.9 Approval to Sell or Dispose of Gaming Devices and Associated Equipment. The Gaming Enterprise shall notify the Agency of the sale or disposal of gaming devices or associated equipment, as approved by the Governor in accordance with Regulation 6.25(B). The Gaming Enterprise must ensure compliance with all applicable laws and regulations, including the Johnson Act requirements for transportation of gambling devices.

Legislative History/Authority: Tribal Council Resolution No. 01 -006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 4 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 13 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); 2015 Tribal-State Compact; Tribal Council Resolution No 2018-051 Pueblo of Isleta Gaming Regulatory Agency Regulation 11: Gaming Devices , Associated Equipment and Games.

REGULATION 12: FOOD, BEVERAGE AND ALCOHOL SERVICE

12.1 Policy. The Agency shall require that all food and beverage and alcohol service at any Gaming Enterprise facility comply with all applicable laws, regulations and Compact requirements to ensure and protect patron and employee health and safety.

12.2 Food Service Inspections. Each gaming facility's food service operation must be inspected to ensure that it meets or exceeds standards and requirements equivalent to the current edition of the New Mexico Food Service Sanitation Act, §15-1-1 to § 15-1-13 NMSA 1978.

A. State Inspection of Food Service Operations. Pursuant to the Compact requirements, State of New Mexico Department of Environment Inspectors shall be permitted to inspect any gaming facility's food service operations during normal gaming facility business hours to assure that the standards and requirements described above are maintained.

B. Indian Health Service Inspection of Food Service Operations. Inspectors from the Indian Health Service (IHS) shall be permitted to inspect any gaming facility's food service operations during normal gaming facility business hours to assure that the food service operation is operating within acceptable health and safety parameters.

C. Inspection Findings or Violations. Findings of an inspection which cites or indicates health or safety infractions by the food service operations are subject to the following Agency actions:

1. Immediate closure of all business at the food service operation until the Agency is satisfied that the food service operation can operate within acceptable health and safety parameters;
2. Corrective action within specified time periods;
3. Conditions placed on the licenses of the management and/or employees of the food service operations;
4. Suspension or revocation of the licenses of the management and/or employees of the food service operations;
5. Civil penalty or fine;
6. Any combination of the above actions, although the Agency is not required to take a particular action in any particular order.

D. Agency Action. The type of action to be taken by the Agency depends on: the severity or potential harm to patron or employee health or safety as a result of the violation; the number of violations per inspection; the number of continued violations received by the food service operation during different inspections; the involvement and responsibility of the management and/or employee and/or vendor in the violation; any other factor that the Agency deems material to the violation. The Agency is not required to take any action in any particular order.

12.3 Continuing Responsibility to Meet Standards and Requirements. The Gaming Enterprise has a continuous responsibility to ensure that its food and beverage operations and service meet or exceed the standards and requirements in order to protect patron and employee health and safety. The Agency shall be allowed to initiate an inspection of the food service operation, in whole or in part, at any time other than the scheduled annual inspection required under Regulation 12.2.

12.4 Service of Alcoholic Beverages

A. No gaming operation or any agent or employee thereof shall sell, serve, deliver or allow alcoholic beverages to be consumed in any area of a gaming facility where gaming is conducted.

B. No employee of a gaming facility shall sell, serve, give or deliver an alcoholic beverage to an intoxicated person or procure or aid in the procurement of any alcoholic beverage for an intoxicated person in a gaming facility.

C. Any gaming facility employee that dispenses, sells, serves or delivers alcoholic beverages must have attended Alcohol Server Education Classes similar to those provided for under the New Mexico Liquor Control Act. Proof of such attendance must be provided to the Agency.

1. Gaming facility employees that dispense, sell, serve or deliver alcoholic beverages must be Alcohol Server Certified and must possess on their person proof of certification at all times when working.

D. Any gaming operation that sells, serves, gives, or otherwise dispenses alcoholic beverages must purchase and maintain a liquor liability insurance policy that will provide, at a minimum, personal injury coverage of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) aggregate per policy year. The gaming operation shall provide certification of this insurance to the Agency on an annual basis.

125 Use of Food or Alcoholic Beverages as Enticements to Game. A gaming operation shall not provide, allow, or contract to provide or arrange for a patron to receive alcoholic beverages or food for no charge or at reduced prices at a gaming facility or lodging facility as an incentive or enticement to engage in Class III gaming.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Tribal Council Resolution No. 2000-07 Disbursement Policies for Tribal Expenditures (adopted 1/10/00); Tribal Council Resolution No. 03-063 Tribal Council Authorization for Purchases Exceeding \$25,000 (adopted 5/19/03); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Isleta Gaming Commission Regulation Chapter 9 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 10 (revised 12/16/99); 2007 Tribal-State Compact.

REGULATION 13: INTERNAL CONTROLS, STANDARD OPERATING PROCEDURES AND VARIANCES

13.1 Policy. It is the responsibility of the Agency to ensure that the Gaming Enterprise establishes, implements and complies with internal controls and standard operating procedures that are sufficient to safeguard the assets and protect the integrity of all gaming operations of the Pueblo of Isleta.

13.2 Requirements for Tribal Internal Control Standards (TICS). The Gaming Enterprise must establish tribal internal controls that are at least as restrictive as the Minimum Internal Control Standards (MICS) adopted by the NIGC. In the event that the Compact requires an internal control standard that equals or exceeds, or conflicts with, the standards of the MICS, the Compact standard shall prevail. These control standards must be incorporated into the Standard Operating Procedures for each applicable department of all Gaming Enterprise operations.

13.3 Agency Review and Approval Required. The Gaming Enterprise shall establish a written system of detailed internal controls for its gaming operations. All tribal internal controls must be consistent with or stricter than the MICS. The Gaming Enterprise shall certify that the internal controls meet the requirements of this Regulation. The Agency Executive Director or designee, prior to implementation by the Gaming Enterprise, shall approve the Gaming Enterprise's internal controls after determining that the internal controls are consistent with the tribal internal control standards (TICS) and meet the Pueblo's internal control needs.

A. Independent CPA Review. The Agency may utilize an independent certified public accountant to examine the Gaming Enterprise's system of internal controls and to issue a report on the Gaming Enterprise's internal control compliance with its internal controls.

B. Prior Review and Approval Required. The Gaming Enterprise shall submit all new or amended internal controls, including those that may be developed for a particular game or promotion or other activity, along with the certification by the Gaming Enterprise that the internal control meets or exceeds the required standard, to the Agency for review and written approval prior to installation or implementation of the proposed activity or game.

C. Gaming Enterprise Responsibility. It is the responsibility of the Gaming Enterprise to notify the Agency of any and all changes, modifications or amendments to any tribal internal controls prior to the change, modification or amendment being implemented by the Gaming Enterprise. The Gaming Enterprise shall submit such additional information as may be required or requested by the Agency. It is also the responsibility to ensure that the Agency is provided with complete, accurate and up-to-date copies of all internal controls of the Gaming Enterprise.

D. Failure to Comply. The failure to comply with the notice and approval requirement is grounds for disciplinary or enforcement action.

E. Variance from Tribal Internal Control Standards. The Agency retains the authority to review and approve any request by the Gaming Enterprise for a variance from the tribal internal control standards (TICS) in certain limited and unique circumstances. Variances from the tribal internal control standards must be limited and are not to be routinely granted.

-
1. All requests for a variance from the TICS must be made in writing to the Agency. Such request must be timely made and specify the justification for the variance. The Agency Executive Director or designee will then review the variance request and make a written determination as to whether, in its discretion, a variance is appropriate. All TICS remain in effect until and unless the Agency authorizes such a variance.

13.4 Standard Operating Procedures. In addition to internal control standards that apply to certain specific areas of gaming, the Gaming Enterprise shall also establish Standard Operating Procedures (SOPs) for other aspects of the gaming operation and Gaming Enterprise activities. The Agency shall approve all SOPs, new, amended or otherwise, for all Gaming Enterprise operations.

A. Independent CPA Review. The Agency may utilize an independent certified public accountant to examine the Gaming Enterprise's SOPs and to issue a report on the Gaming Enterprise's compliance with those SOPs.

B. Prior Review and Approval Required. The Gaming Enterprise shall submit all new or amended SOPs to the Agency for review and written approval prior to implementation of the proposed or amended SOP. The Gaming Enterprise shall also certify that the proposed or amended SOP meets or exceeds all applicable standards and is sufficient to safeguard the assets of the Gaming Enterprise and protect the integrity of all gaming activities on the Pueblo of Isleta.

C. Gaming Enterprise Responsibility. It is the responsibility of the Gaming Enterprise to notify the Agency of any and all changes, modifications or amendments to any SOP prior to the change, modification or amendment being implemented by the Gaming Enterprise. The Gaming Enterprise shall submit such additional information as may be required or requested by the Agency. It is also the responsibility to ensure that the Agency is provided complete, accurate and up-to-date copies of all SOPs of the Gaming Enterprise.

D. Failure to Comply. The failure to comply with the notice and approval requirement is grounds for disciplinary or enforcement action.

13.5 Require Specific SOP. The Agency may require the Gaming Enterprise to develop, implement or amend a specific SOP, subject to Agency approval, to address a specific area or item of concern within the gaming operation as necessary to safeguard the assets of the Gaming Enterprise and protect the integrity of all gaming activities on the Pueblo of Isleta.

13.6 Cash Variance

A. Reporting Requirements.

1. **Variances Exceeding \$100.** Any variance (cash shortages and overages) in excess of one hundred dollars (\$100) arising during the course of any gaming function, cash disbursement, or income activity, at any time, shall be reported immediately to the Agency's internal auditors and investigators. Reports dealing with the cash shortage or overage will include a detailed written explanation for the shortage or overage, copies of all related paperwork and any additional relevant information. The Agency shall maintain records of all reports, and other information provided by the Gaming Enterprise to the Agency as a

result of a cash shortage or overage. Gaming Enterprise management shall take corrective action in accordance with Standard Operating Procedures (SOPs), including reimbursement and disciplinary actions as necessary. The Agency may also take disciplinary action as deemed necessary.

2. **Variations Less than \$100.** Any variance less than one hundred dollars (\$100) shall be immediately reported to the Gaming Enterprise management. Gaming Enterprise management shall take corrective action, including reimbursement and disciplinary action as deemed necessary, in accordance with Standard Operating Procedures (SOPs).

3. **Unreported Variance.** Any unreported variance shall result in disciplinary or enforcement action by the Agency.

B. Collection of Outstanding Variances. The Gaming Enterprise shall properly maintain variances and collect the outstanding amounts as a result of a cash shortage from the responsible employee(s) at such amounts as allowed by law.

1. Any outstanding shortages that have not been repaid by the employee may be considered by the Agency in making any licensing determination on that particular employee, subject to the requirements of Regulation 7 and 8.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Tribal Council Resolution No. 2004-019 Outstanding Variances (adopted 2/2/04); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 2 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 11 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99).

14.1 Policy. Pursuant to Pueblo of Isleta Liquor Sales Ordinance effective October 4, 2007 ("Ordinance") any individual including an individual employed by the Pueblo, who seeks to become a Permitted server, shall apply for a Server Permit on such form and pursuant to such rules and regulations as the Pueblo may adopt.

14.2 Application. Applications for approval of a Server Permit must be made and processed in the manner and on forms as required in section 5.B.1 of the Ordinance, plus proof of current employment by the Pueblo of Isleta or Gaming Enterprise, to be developed into a form to be approved by the Governor.

- A. Applications shall be submitted to the Governor's Office either in person or through mail at P.O. Box 1270, Isleta, New Mexico 87022.
- B. All applicants shall pay a non-refundable filing fee in the requisite amount. The Tribal Council shall set and amend fees as appropriate and inform each applicant of the fee required for the permit sought. Each applicant is responsible for payment of such fees or making acceptable payment arrangements for such fees.
- C. Applicant shall provide evidence that the individual has taken the requisite alcohol server training program as may be required of the individual selling Intoxicating Beverages under the law as of the State of New Mexico, or agrees to take such course within thirty (30) days of his or her employment.

14.3 Approval. The Governor shall issue an initial/renewal Server Permit within thirty (30) days of submittal.

- A. Issuance term or denial of a Server Permit shall be in writing and shall be recorded in the log maintained by the Governor's Office.
- B. The Governor is authorized to issue a Server Permit to an otherwise authorized applicant upon the showing of a valid State of New Mexico Alcohol and Gaming Division Server Permit issued to that person or provides evidence that the applicant has taken the requisite alcohol server training program under the laws of the State of New Mexico or equivalent thereof, under the same expiration of that Permit.
- C. The Pueblo of Isleta Gaming Regulatory Agency shall assist the Governor in the issuance of a Server Permit as deemed necessary by the Governor.
 - 1. Once the applicant fills out the required portion of the application and submits to the Regulatory Agency. The application will be processed through the Regulatory Agency for Gaming Enterprise employees and Isleta Business Corporation for IBC employee background checks. The Governor will be the authorized signature approval of said permit. It is the responsibility of Agency or IBC Human Resources Department to forward the application to the Governor's office. The application is either approved or denied by the governor through signature on the application. If approved by the Governor, the permit badge may then processed and issued by the Pueblo of Isleta Regulatory Agency.

14.4 Requirements for Server Permits.

- A. Server Permits shall be in a form approved by the Governor and shall at all times be, in the case of a Server Permit on the person of the Permittee in a manner that can be readily seen by the public and available for inspection by the Pueblo of Isleta.
- B. Approved Server Permits issued through the Governor's office shall be presented to the Pueblo of Isleta Gaming Regulatory Agency. The Agency shall process the permit on an issued badge for available inspection purposes. The expiration date of the permit by the Pueblo of Isleta shall correlate to the State of New Mexico Alcohol and Gaming Division Server Permit or has taken the requisite alcohol server training program under the laws of the State of New Mexico or equivalent thereof under the same expiration of that permit, unless sooner revoked.
 - 1. It is the licensee's responsibility to renew the Alcohol Server Permit at least 30 days prior to the expiration date and pay the non-refundable application fee pursuant to Regulation 14.2.
 - 2. All licensees shall abide by Regulation 12 Alcohol Service or related Ordinance. In the event that an Ordinance exceeds or conflicts with the Regulations, New Mexico Gaming Compact or other applicable law, the Ordinance shall prevail.
 - 3. All Server Permits shall be on the person of the Permittee in a manner that can be readily seen by the public and available for inspection by the Pueblo of Isleta.
 - 4. All Server Permits issued pursuant to the Ordinance shall at all times be the property of the Pueblo of Isleta.

14.5 Lost Server Permit Badges. Employees who lose their Server badge are required to immediately report the loss to the Agency to obtain a replacement badge. In the event that the Agency is closed, the employee shall report the loss to the Agency as soon as possible thereafter. Failure to report a lost badge is considered a violation subject to disciplinary action. The employee is responsible for payment and all fees associated with the reissuance of their badge.

14.6 Termination of Employment. When an employee terminates his or her employment with the Gaming Enterprise or IBC either voluntary or involuntarily, the Server badge shall be returned to the Agency before the final paycheck is issued to the individual. The returned Server badge shall be processed in accordance with Agency procedures for server badges.

14.7 Delegation of Authority to Revoke a Server Permit

- A. The Pueblo of Isleta Gaming License Revocation Hearing Officer ("Hearing Officer") is delegated by the Tribal Council to revoke a Server Permit. Revocation of a Server Permit will occur only following an opportunity for a hearing before the Hearing Officer. Decisions of the Hearing Officer shall be final and not subject to further review. The Server Permit shall be revoked for cause and shall include:

1. A violation of the Ordinance or the laws of the State of New Mexico;
2. A violation of any rules and regulations adopted by the Pueblo to implement the Ordinance;
3. A sale of Intoxicating Beverages outside a Licensed Establishment or in violation of its License;
4. The conviction of a License, a Permitted Server, or of any individual, described in subsection 5.A.2 (b) ("Ordinance"); of a felony or of a misdemeanor involving a violation of any alcoholic beverage law; a material misstatement in the application for a License or Server Permit; and
5. Allowing a nuisance, drug sales, or rowdy behavior within the Licensed Establishment.

14.8 Enforcement

- A.** The Pueblo of Isleta Gaming Regulatory Agency shall be notified by Casino management or through an Agency Inspection/Investigation of any alleged infraction of the permittee and shall refer the alleged infraction to the Pueblo's Governor and Isleta Police Department for investigation.
- B.** A Permitted Server who is subject to the jurisdiction of the Pueblo and is found guilty of violating any portion of the "Ordinance" or is found guilty of having made any materially false statement or concealed any material facts in his/her application for a Server Permit granted shall be subject to Criminal and/or Civil penalties pursuant to the "Ordinance."

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Pueblo of Isleta Liquor Ordinance (enacted 10/04/07); Tribal Council Resolution No. 2013-028; Tribal Council Resolution No. 2014-038; 2007 Tribal State Compact.



PUEBLO OF ISLETA

P.O. BOX 1270
ISLETA, NM 87022

PUEBLO OF ISLETA

RESOLUTION NO. 2024-088A

RESOLUTION AMENDING THE PUEBLO OF ISLETA GAMING ORDINANCE AND REGULATIONS

At a duly called meeting of the Tribal Council of the Pueblo of Isleta, held on October 29, 2024 the following Resolution was passed:

WHEREAS, the Pueblo of Isleta (the “Pueblo”) is a federally recognized Indian Tribe with a written Constitution and inherent powers of self-government;

WHEREAS, the Pueblo is governed by a Governor and Tribal Council made up of elected representatives who act in accordance with the Pueblo of Isleta Tribal Constitution (“Constitution”);

WHEREAS, Article V, Section 2 (e), of the Constitution for the Pueblo of Isleta authorizes the Tribal Council to “enact ordinances to, to protect the peace, safety, property, health, and general welfare of the members of the Pueblo of Isleta;”

WHEREAS, on March 28, 1994 the Tribal Council adopted Resolution No. 94-24, Adopting Pueblo of Isleta Class II Gaming Ordinance (“Gaming Ordinance”) which authorized Class II gaming within the boundaries of Pueblo lands, and the Gaming Ordinance was subsequently approved by the National Indian Gaming Commission (NIGC) on April 22, 1994;

WHEREAS, on January 28, 1995 the Tribal Council adopted Resolution No. 95-03 establishing the Pueblo of Isleta Gaming Commission to exercise tribal regulatory authority over Gaming Activities on Pueblo lands, including the authority to promulgate Gaming Regulations;

WHEREAS, on March 15, 1995 the Tribal Council adopted Resolution No. 95-12, First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming, and the Gaming Ordinance was subsequently approved by NIGC on May 31, 1995;

WHEREAS, on January 24, 2000 the Tribal Council submitted revised Gaming Regulations to NIGC, and the Gaming Regulations were subsequently approved by NIGC on April 18, 2000;

WHEREAS, on August 29, 2001 the Tribal Council adopted Resolution No. 2001-104, the Pueblo of Isleta Gaming Licensing Review Procedures, establishing the process for persons or vendors to appeal licensing actions of the Pueblo of Isleta Gaming Commission;

WHEREAS, on January 16, 2002 the Tribal Council adopted Resolution No. 01-006, which restructured the Tribe's gaming regulatory body from the Pueblo of Isleta Gaming Commission to the Pueblo of Isleta Gaming Regulatory Agency ("POIGRA"), and authorized POIGRA to "exercise any and all regulatory authority and duties of the Tribe specified in the [Gaming Ordinance], including the backgrounding and licensure of all employees and other persons requiring to be licensed under said ordinances, and shall assure compliance with such ordinances by the Pueblo of Isleta, its Gaming enterprise and any and all other persons involved in or associated with Pueblo gaming", and the Gaming Ordinance was subsequently approved by NIGC on March 6, 2002;

WHEREAS, on March 14, 2005 the Tribal Council adopted Resolution No. 2005-039, eliminating the need for non-gaming vendor licensing;

WHEREAS, on July 7, 2014 the Tribal Council adopted Resolution No. 2014-049 approving amendments to Regulations 1, 7, and 8 of the Gaming Regulations concerning gaming licenses and non-gaming permits;

WHEREAS, in 2014 and 2015 the Pueblo submitted amended Gaming Regulations to NIGC and was informed amendments would be required to the Gaming Ordinance, resulting in at least three submissions of drafted amended Gaming Ordinance and Regulations;

WHEREAS, on February 25, 2015 the Pueblo withdrew the submissions of the amended Gaming Ordinance and Regulations;

WHEREAS, on September 14, 2023 a new rule became effective that revised the definitions of "Key Employee" and "Primary Management Official" among other federal regulatory changes;

WHEREAS, on January 18, 2024 Tribal Council moved to create the Gaming Task Force, a working group dedicated to amending the Pueblo of Isleta Gaming Ordinance and Regulations, composed of the Isleta Resort & Casino CEO and Human Resources Director, POIGRA Executive Director, Legal Department, and one representative from both the Governor's Office and Tribal Council;

WHEREAS, the Gaming Task Force has held multiple meetings over a period of six months to revise the Gaming Ordinance and Regulations, and has recommended that the revisions (attached as **Exhibit A** and **Exhibit B**) move forward to NIGC for approval;

WHEREAS, the Pueblo of Isleta was notified on October 21, 2024 that an amendment to the Gaming Ordinance is necessary to meet the requirements of 25 C.F.R. § 558.3(b), which is reflected within Section 6(F)(4) of Exhibit A; and

WHEREAS, the Tribal Council finds it in the best interest of the Pueblo of Isleta to amend the revised Gaming Ordinance and Regulations to reflect updated federal definitions, decisively eliminate the need for non-gaming licensing, and streamline gaming operations.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby amends the Gaming Ordinance and Regulations as included herein;

BE IT FURTHER RESOLVED, that the Tribal Council hereby directs the Governor, Legal Department, and POIGRA to submit the amended Gaming Ordinance and Regulations to NIGC consistent with federal requirements;

BE IT FURTHER RESOLVED, the amended Gaming Ordinance and Regulations shall become effective upon notice and approval by NIGC of the amended Ordinance;

BE IT FURTHER RESOLVED, that POIGRA shall provide notice of the amended Gaming Ordinance and Regulations to the State Gaming Representative as required by the 2015 Gaming Compact between the State of New Mexico and Pueblo of Isleta;

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall supersede any conflicting provisions of past-adopted Resolutions;


BE IT FURTHER RESOLVED, that the Governor, Legal Department, and POIGRA are authorized and directed to do all that is necessary to effectuate the intent of this Resolution;

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption by the Tribal Council and shall remain in effect until otherwise superseded or repealed by Tribal law; and


BE IT FURTHER RESOLVED, that the Tribal Council hereby directs the Legal Department to, within 60 days of the effective date of the Gaming Ordinance and Regulations, codify the amendments to the Gaming Ordinance authorized herein into a Title of the Tribal Law and Order Code, and to provide notice to the Governor, Tribal Council, Tribal Court, Isleta Resort & Casino, and MIS publication of such codification.

CERTIFICATION

We, the undersigned, do hereby certify that the foregoing Resolution was passed at a duly called Meeting of the Isleta Tribal Council of the Pueblo of Isleta, held on the 29th day of October, 2024, at which a quorum was present, with 5 voting for, 0 opposing, and 0 abstaining.




Ronald Olguin, Tribal Council President:



Max Zuni, Governor:

ATTEST:



Elizabeth Kirk, Tribal Council Secretary

EXHIBIT A

PUEBLO OF ISLETA ORDINANCE: PERMITTED GAMING

BE IT ORDAINED AND ENACTED by the Tribal Council of the Pueblo of ISLETA, as follows:

PURPOSE.

The Tribal Council of the Pueblo of Isleta, hereinafter "Tribe," empowered to enact ordinances, hereby enacts this ordinance in order to set the terms for class III gaming operations and other operations on tribal lands.

SECTION 1. PERMITTED ACTIVITIES; SCOPE OF GAMING. The below-described commercial gaming activities are permitted:

- A. All gaming authorized and permitted by the Ordinance entitled PUEBLO OF ISLETA CLASS II GAMING ORDINANCE, adopted and ordained on March 28, 1994; and
- B. All Class III gaming, as described and defined in 25 CFR § 502 (25 CFR Ch. III (4-1-9 edition)), as that section may be amended from time to time, and any gaming permitted by the State of New Mexico for any purpose, by any person, organization or entity (and such gaming activity to otherwise being prohibited on Indian lands by a Federal statute dealing with a specific gaming activity, including without limitation, the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq.*).
- C. Notwithstanding the generality of the foregoing, class III gaming shall be subject to, delimited by, and conducted in compliance with the terms and conditions of the Compact, as it may, from time to time, be amended by the parties thereto.

SECTION 2. OWNERSHIP OF GAMING.

The Tribe shall have the sole proprietary interest in and responsibility for the conduct of any gaming operation authorized by this Ordinance, except as expressly provided in this Ordinance. Such responsibility shall be executed in a manner consistent with the terms and conditions of the Compact, as it may, from time to time, be amended by the parties.

SECTION 3. USE OF GAMING REVENUE.

- A. Net revenue from gaming shall be used only for the following purposes: to fund tribal government operations and programs; provide for the general welfare of the Tribe and its members; promote tribal economic development; donate to charitable organizations; or help fund operations of local government agencies.

- B. If the Tribe elects to make per capita payments to tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. §2710(b)(3).

SECTION 4. AUDIT.

- A. Consistent with the Audit and Financial Statements provisions of the Compact, as the same may, from time to time, be amended by the parties, the Pueblo of Isleta Gaming Regulatory Agency, hereinafter “agency” shall cause to be conducted annually an independent audit of gaming operations and shall submit the resulting audit reports to the National Indian Gaming Commission.
- B. All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of \$25,000.00 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in subsection A. above.

SECTION 5. PROTECTION OF THE ENVIRONMENT AND PUBLIC HEALTH AND SAFETY.

Class III gaming facilities shall be constructed, maintained, and operated in a manner that is consistent with the Public Health and Safety provisions of the Compact, as they may, from time to time, be amended, and which adequately protects the environment and the public health and safety.

SECTION 6. LICENSES FOR EMPLOYEES.

The agency shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any class III gaming enterprise operated on Indian lands:

- A. Definitions. For the purposes of this section, the following definitions apply:
 - 1. Any person, corporation, or other entity providing gaming services within or without a Gaming Facility, shall apply for and receive a license from the agency before participating in any way in the operation or conduct of any class III gaming conducted by the Tribe.
 - 2. "Key employee" has the same meaning as defined at 25 C.F.R. § 502.14, including any subsequent amendment to such definition.
 - 3. "Primary management official" has the same meaning as defined at 25 C.F.R. § 502.19, including any subsequent amendment to such definition.
- B. Application Forms.

1. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant.

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. 2701, et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authority and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal, or regulatory investigations or prosecutions or when pursuant to a requirement of a tribe or the National Indian Gaming Commission in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you in a primary management official or key employee position.

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

2. Existing key employees and primary management officials shall be notified in writing that they shall either:
 - a. Complete a new application form at contains a Privacy Act notice; or
 - b. Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.
3. The following notice shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant:

A false statement on any part of your application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment. (U.S. Code, Title 18, section 1001)

4. The agency shall notify in writing existing key employees and primary management officials that they shall either:
 - a. Complete a new application form that contains a notice regarding false statements; or
 - b. Sign a statement that contains the notice regarding false statements.

C. Background Investigations

1. The agency shall request from each applicant and his, her or its principals, if applicable, primary management official and from each key employee all of the following information:
 - a. Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
 - b. Currently and for the previous 10 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers; provided, however, that any applicant who is a principal, primary management official, key employee, management contractor, manufacturer or supplier of gaming devices, and/or a person providing gaming services, must provide such information currently and from the age of eighteen (18);
 - c. The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (1)(b) of this section;
 - d. Current business and residence telephone numbers, and all cell phone numbers;
 - e. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses and a description of any potential or actual conflict of interests between such businesses and Indian tribes;
 - f. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 - g. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
 - h. For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
 - i. For each misdemeanor for which there is a conviction or an ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date and disposition;
 - j. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application, and is not otherwise listed pursuant to paragraph (1)(h) or (1)(i) of this section, the criminal charge, the name and address of the court involved, and the date and disposition;
 - k. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit as an applicant, principal, primary manager, official or key employee, whether or not such license or permit was granted;

- l. A current photograph;
 - m. Any other information the agency deems relevant; and
 - n. Fingerprints consistent with the procedures adopted by the agency according to 25 C.F.R. §522.2(h). Pursuant to a Memorandum of Understanding between the Tribe and the National Indian Gaming Commission, tribal police officers shall forward fingerprint cards directly to the Commission.
 - o. The relevant financial records of the applicant for the three (3) years preceding the application.
2. The agency shall conduct an investigation, consistent with the Background Investigation provisions of the Compact, as they may, from time to time, be amended, sufficient to make a determination under subsection D below. In conducting a background investigation, the agency shall promise to keep confidential the identity of each person interviewed in the course of the investigation. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigation. The agency shall request fingerprints from each primary management official and key employee.

D. Eligibility Determination.

1. The agency shall review a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the eligibility of a key employee or primary management official for receiving a gaming license. The finding and background investigation shall be contained in an investigative report. An investigative report shall include all of the following:
 - a. Steps taken in conducting a background investigation;
 - b. Results obtained;
 - c. Conclusions reached; and
 - d. The basis for those conclusions.
2. If the agency determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the agency shall not license that person in a key employee or primary management official position.

E. Report to National Indian Gaming Commission.

1. No later than sixty (60) days after the key employee or primary management official begins work at a gaming operation authorized by this ordinance, the agency shall prepare and forward to the National Indian Gaming Commission

a notice of results on each background investigation. The notice of results shall contain:

- a. Applicant's name, date of birth, and social security number;
 - b. Date on which applicant began or will begin work as key employee or primary management official;
 - c. A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
 - i. Licenses that have previously been denied;
 - ii. Gaming licenses that have been revoked, even if subsequently reinstated;
 - iii. Every known criminal charge brought against the applicant within the last 10 years of the date of application; and
 - iv. Every felony of which the applicant has been convicted or any ongoing prosecution.
 - d. A copy of the eligibility determination.
2. If a license is not issued to an applicant, the agency:
- a. Shall notify the National Indian Gaming Commission; and
 - b. May forward copies of its eligibility determination and investigative report (if any) to the National Indian Gaming Commission for inclusion in the Indian Gaming Individuals Records System.
3. With respect to key employees and primary management officials, the agency shall retain applications for licensing, eligibility determinations, and reports (if any) of the background investigations for inspection by the Chairman of the National Indian Gaming Commission or his or her designee for no less than three (3) years from the date of termination of employment.
4. The gaming operation shall not employ any person who does not have a license after ninety (90) days.

F. Granting Gaming Licenses.

1. If, within a thirty (30) day period after the National Indian Gaming Commission receives a report, the National Indian Gaming Commission notifies the agency that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the tribe has provided an application and investigative report to the National Indian Gaming Commission, the agency may issue a license to such applicant.
2. The agency shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a key

employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under paragraph G.I. of this section until the Chairman of the National Indian Gaming Commission receives the additional information.

3. If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the agency with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the agency has provided an application and investigative report to the National Indian Gaming Commission, the agency shall reconsider the application, taking into account the objections itemized by the National Indian Gaming Commission. The agency shall make the final decision whether to issue a license to such applicant.
4. Within thirty (30) days after the issuance of a license, the agency shall notify the National Indian Gaming Commission of its issuance.

G. Gaming License Suspensions and Revocations.

1. If, after the issuance of a gaming license, the agency receives from the National Indian Gaming Commission reliable information indicating that a key employee or a primary management official is not eligible for employment under subsection D. above, the agency shall suspend such license and shall notify in writing the licensee of the suspension and the proposed revocation.
2. The agency shall notify the licensee of a time and place for a hearing on the proposed revocation of a license.
3. After a revocation hearing, the agency shall decide to revoke or to reinstate a gaming license. The agency shall notify the National Indian Gaming Commission of its decision within 45 days of receiving notification that a primary management official or key employee is not eligible for employment.

H. Denying Gaming Licenses.

1. The agency shall not license a primary management official or key employee if an authorized agency official determines, in applying the standards in subsection 6.D. for making a license eligibility determination, that licensing the person:
 - a. Poses a threat to the public interest;
 - b. Poses a threat to the effective regulation of gaming; or
 - c. Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.

SECTION 7. LICENSE LOCATIONS.

The agency shall issue a separate license to each place, facility, or location on Indian lands where class III gaming is conducted under this ordinance.

SECTION 8. REPEAL.

Only to the extent that they are inconsistent with this ordinance, all prior gaming ordinances, or parts thereof, are hereby repealed.

SECTION 9. SAVING.

Nothing in this Ordinance, nor any section or provision hereof, or amendment hereto, is intended to, nor shall it either by construction or application, invalidate or in any other way adversely affect, any other ordinance, resolution, law or regulation of the Pueblo of Isleta.

SECTION 10. SEVERABILITY.

In the event that any section or provision of this Ordinance, or any amendment to this Ordinance, is not approved or is made invalid, it is the intent of the Pueblo of Isleta that the remaining sections and provisions of this Ordinance shall continue in full force or effect.