



July 9, 2013

Maxine Velasquez, Chair
Laguna Gaming Control Board
P.O. Box 225
Laguna, NM 87026

RE: Pueblo of Laguna Gaming Control Ordinance and Resolution Number 27-13

Dear Chair Velasquez,

This letter responds to your May 16, 2013, request on behalf of the Pueblo of Laguna (Pueblo) to the National Indian Gaming Commission (NIGC) to review and approve the Pueblo's amendments to its gaming control ordinance. The amendments to the gaming control ordinance were adopted by Resolution No. 27-13 by the Pueblo Council.

Resolution No. 27-13 revises the Pueblo's current gaming control ordinance to distinguish between its gaming and non-gaming activities, to redefine gaming revenue, and to reflect changes in the NIGC regulations promulgated since 1995. The provisions most significantly amended cover definitions, scope of gaming, compliance with IGRA (i.e. audit), licensing procedures, background investigation processes, dispute resolution procedures, the gaming control board, prohibited acts, interpretation, and sovereign immunity.

Thank you for bringing the amended gaming ordinance to our attention. The ordinance is approved, as it is consistent with the requirements of the Indian Gaming Regulatory Act and NIGC regulations. If you have any questions, please contact Staff Attorney Heather Corson at (202) 632-7003.

Sincerely,

A handwritten signature in cursive script that reads "Tracie L. Stevens".

Tracie L. Stevens
Chairwoman

cc: Tammi Lambert, Esq., Government Affairs Director, Pueblo of Laguna
(via email: TLambert@lagunapueblo-nsn.gov)
Mr. Stephen Durkin, Executive Director, Laguna Tribal Gaming Authority
(via email: sdurkin@ltgra.org)
Tom Peckham, Esq., Nordhaus Law Firm
(via email: TPeckham@NordhausLaw.com)



PUEBLO OF LAGUNA
P.O. Box 194
LAGUNA, NEW MEXICO 87026



**PUEBLO OF LAGUNA
RESOLUTION OF THE PUEBLO COUNCIL**

Resolution No. 27-13

Re: Amendments to the Gaming Control Ordinance

At a duly called meeting of the Pueblo of Laguna Council held on the 4th day of May, 2013, the following resolution was adopted:

WHEREAS, the Pueblo of Laguna is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the authority to regulate gaming on lands of the Pueblo and otherwise as authorized by law arises under the inherent powers of the Pueblo and the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2701 *et seq.*; and

WHEREAS, the Pueblo enacted its Gaming Control Ordinance, No. 100-95 (now codified at Title XIV of the Pueblo of Laguna Code), on April 12, 1995, which created the Pueblo of Laguna Gaming Control Board as an independent instrumentality of the Pueblo government charged with ensuring the integrity of gaming activities on the Laguna Reservation and other Pueblo Lands; and

WHEREAS, since passage of the Ordinance, gaming on the Pueblo has become a mature industry, the compact with the State of New Mexico has been amended multiple times, and the Pueblo of Laguna Gaming Control Board and Laguna Development Corporation (“LDC”) have each amassed considerable experience with gaming and its regulation; and

WHEREAS, the Gaming Control Board, after extensive consultation with LDC over a period of years, recommended that Title XIV be amended to reflect that experience and the changing gaming environment; and

WHEREAS, the Policy, Permits, and Contracts Committee of the Pueblo reviewed the proposed amendments and, after working extensively with the Gaming Control Board and LDC to resolve outstanding issues, recommended enactment of the amended Ordinance.

WHEREAS, by Resolution No. 91-12, the Pueblo Council approved the amendments to the Ordinance, which were submitted to the National Indian Gaming Commission (“NIGC”) for review and approval as required by IGRA; and

WHEREAS, the NIGC requested several amendments to the proposed Ordinance, including some based on new regulations promulgated by the NIGC in January 2013; and

WHEREAS, the Laguna Gaming Control Board reviewed the requests of the NIGC and has approved several additional amendments, which are reflected herein; and

WHEREAS, the Policy, Permits, and Contracts Committee of the Pueblo reviewed the additional amendments and has recommended enactment of the amended Ordinance as attached hereto.

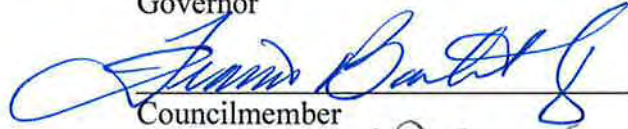

NOW THEREFORE BE IT RESOLVED, that the Pueblo of Laguna Gaming Control Board is directed to transmit the following Ordinance to the NIGC for approval in accordance with federal law and to act as the Pueblo's representative in resolving any questions raised by the NIGC during its review.

BE IT RESOLVED BY THE PUEBLO COUNCIL OF THE PUEBLO OF LAGUNA, that effective on the first day of the second month following the month in which the Chairman of the NIGC either (1) approves the amended Gaming Control Ordinance or (2) provides "substitute approval" under 25 C.F.R. § 522.9, the Pueblo of Laguna Gaming Control Ordinance is amended and attached as Attachment A, and is to remain codified as Title XIV of the Pueblo of Laguna Code.

ATTEST:




Pueblo Secretary


Governor
Councilmember
Councilmember

Councilmember

CERTIFICATION

The foregoing Ordinance was enacted by the Council of the Pueblo of Laguna on the 4th day of May, 2013, by a vote of 19 for, 0 oppose, at a duly called meeting at which a quorum of the Pueblo Council was present.


Governor

ATTEST:



Pueblo Secretary

**ATTACHMENT A:
GAMING CONTROL ORDINANCE**

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CHAPTER 1 GAMING CONTROL

Section 14-1-1. Title; Purpose.

A. *Title.* This chapter is known as the Gaming Control Ordinance.

B. *Purpose.* This chapter, revising and amending Title XIV, Chapter 1 (Ordinance No. 100-95), is enacted and shall be interpreted to accomplish the following purposes:

- (1) To legalize and regulate the conduct of Gaming Activity on Pueblo Lands;
- (2) To maintain the highest standard of integrity in the conduct of Gaming Activity on Pueblo Lands;
- (3) To produce revenue to fund the Pueblo's governmental operations and programs;
- (4) To promote the health, education, and welfare of the Pueblo and its members; and
- (5) To promote the Pueblo's economic development.

Section 14-1-2. Definitions.

Unless a different definition is required to allow the Board to fulfill its duty to ensure compliance with IGRA, its implementing regulations, and the Compact, for purposes of this chapter:

Applicable Law means, as applicable in context, this chapter, lawful regulations of the Board, IGRA, lawful regulations of the Commission, and any other binding source of substantive law.

Board means the Pueblo of Laguna Gaming Control Board established by the Pueblo, including, unless otherwise dictated by context, the Tribal Gaming Regulatory Authority, the Pueblo governmental agency which reports to the Board and, under the direction of the Board, performs many of the Board's functions.

Class I Gaming means Class I Gaming as defined in IGRA.

Class II Gaming means Class II Gaming as defined in IGRA.

Class III Gaming means Class III Gaming as defined in IGRA.

Commission means the National Indian Gaming Commission.

Compact means any Tribal-State Compact between the Pueblo and the State governing the conduct of Class III Gaming that is legally in effect under IGRA (including any applicable Class III procedures approved by the Secretary pursuant to 25 C.F.R. § 291).

Gaming Activity means all forms of Class II Gaming and Class III Gaming conducted by a Gaming Operation on Pueblo Lands.

Gaming Device means any gambling device as defined in 15 U.S.C. § 1171(a).

Gaming Equipment means any equipment, device, or contrivance, other than a Gaming Device, used to conduct Class II or Class III Gaming.

Gaming Employee means a Key Gaming Employee or a Non-Key Gaming Employee.

Gaming Enterprise means an enterprise, corporation, or other entity wholly owned by the Pueblo and authorized to conduct Gaming Activity in any Gaming Facility.

Gaming Facility for purposes of this chapter 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.

For example, a hotel, restaurant, retail store, or similar space adjoining a Gaming Facility is likely not integrally related to a Gaming Activity except to the extent that Gaming Activity may be conducted in such a space. In contrast, lobbies, administrative offices, and other spaces which directly support Gaming Activity are parts of a Gaming Facility.

The Board shall reasonably determine the extent of a Gaming Facility when applying this chapter; 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.

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 this chapter, unless the context dictates otherwise, a Gaming Operation includes any Management Contractor having a Management Contract related to the Gaming Operation.

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 Board 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.

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.

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.

Key Gaming Employee means:

- (1) any natural person employed by a Gaming Operation who falls within the definitions of “Key Employee” or “Primary Management Official” under IGRA and its implementing regulations, and also any natural person employed by a Gaming Enterprise who falls within one of those definitions because of job responsibilities that relate to a Gaming Operation, Gaming Activity, or Gaming Revenues, and
- (2) such other employees as may reasonably be included by the Board by regulation because they exercise significant responsibility or influence with respect to a Gaming Activity or Gaming Revenues. All valet personnel shall also be considered Key Gaming Employees unless expressly excluded by the Board by regulation or order.

Management Contract means any contract, subcontract, or collateral agreement between the Pueblo or a Gaming Enterprise and a Management Contractor, or between a Management Contractor and a subcontractor, if such contract or agreement provides for the management of all or part of a Gaming Operation or Gaming Activity.

Management Contractor means any Person who enters into a Management Contract with the Pueblo or a Gaming Enterprise, but does not include a Gaming Enterprise itself.

Minor Employee means any person under the age of 21 but 18 years or older employed under subsection 14-1-3E.

Net Revenues means gross revenues of a Gaming Activity less amounts paid out as, or paid for, prizes and total gaming-related operating expenses, including all those expenses of a Gaming Operation commonly known as operating expenses and non-operating expenses consistent with professional accounting pronouncements, excluding management fees.

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 Board 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

- (1) by a Gaming Operation,
- (2) at a Gaming Facility, or
- (3) significantly by patrons of a Gaming Facility.

Non-Key Gaming Employee means any person:

- (1) who is not a Key Gaming Employee;

- (2) who is employed either by
 - (a) a Gaming Operation or
 - (b) any employer within a Gaming Facility;and
- (3) 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; provided, however, that categories of employees, such as beverage servers, barbacks, and similar employees, whose exposure to the Gaming Activity in such areas is limited and who are not licensed by the Board as of the date of enactment of this amended chapter will not be licensed under this chapter unless at the express direction of the Pueblo Council. Examples of such areas are a cage, pit, drop and count room, poker room, card and dice room, surveillance, administrative office, and player's club room.

Employees whose employment does not meet this definition or the definition of a Key Gaming Employee are not licensed by the Board under this chapter. Notwithstanding the foregoing, any employee who is not a Key Gaming Employee under this definition but who is required to be licensed by the Board under Applicable Law (excepting the Board's regulations) or the Compact is nevertheless a Non-Key Gaming Employee.

Person means any individual, partnership, corporation, company, or other legal entity.

Pueblo means the Pueblo of Laguna, a federally recognized Indian Pueblo, its authorized officials, agents, and representatives.

Pueblo Council means the governing council created by Article III of the Constitution of the Pueblo of Laguna (1984) or any successor constitution.

Pueblo Lands for purposes of this chapter means all "Indian lands" of the Pueblo or its members as that term is defined in IGRA.

Secretary means the Secretary of the Interior or his duly authorized representative.

State means the State of New Mexico, its authorized officials, agents, and representatives.

Section 14-1-3. Nature and Scope of Gaming Activities.

A. *Authorized gaming.* A Gaming Operation may conduct all forms of Gaming Activity in any Gaming Facility, subject to the provisions of the Compact and Applicable Law.

B. *Forms of payment.* All payment for wagers made in any Gaming Activity conducted by a Gaming Operation shall be made by cash, chips, or tokens. A Gaming Operation may extend credit except to the extent prohibited or limited by Applicable Law or the Compact.

C. *Wagering limitations.* A Gaming Operation may set the maximum wager for Class II or Class III Gaming Activities except to the extent limited by Applicable Law or the Compact.

D. *Hours of operation.* A Gaming Operation may conduct any authorized Gaming Activity during the hours and on the days allowed under Applicable Law and the Compact.

E. *Prohibition of minors.* No person under the age of 21 shall participate in any Class III Gaming. However, a Minor Employee may be employed by a Gaming Operation as a Non-Key Gaming Employee or in Class II Gaming. Participation in Class II Gaming shall comply with Applicable Law.

Section 14-1-4. Compliance with IGRA.

This chapter shall be construed in a manner that conforms to IGRA in all respects, and, if this chapter is inconsistent with IGRA in any manner, the lawful provisions of IGRA shall govern.

A. *Proprietary interest.* The Pueblo shall have the sole proprietary interest in and responsibility for the conduct of any Gaming Activity on Pueblo Lands other than lawful charitable gaming and Class I Gaming; however, nothing in this section shall prevent the Pueblo or a Gaming Enterprise from entering into a Management Contract.

B. *Use of net revenues.* The Net Revenues of each Gaming Operation shall be used for the following purposes:

- (1) To fund the Pueblo's government operation of programs;
- (2) To promote and provide for the health, education, and welfare of the Pueblo and its members;
- (3) To promote and provide for the Pueblo's economic development;
- (4) To donate to charitable organizations and causes; or
- (5) To help fund operations of local government agencies.

C. *Annual audit.* Each Gaming Operation shall be subject to an annual audit by independent certified public accountants approved in advance by the Board. Such approval shall not be unreasonably denied or delayed. Copies of the annual audit shall be sent timely to the Board, the Pueblo, the State if required by a Compact, and the Commission if required by federal law. All Gaming-Related Contracts, except contracts for professional, legal, or accounting services, shall be subject to the annual audit.

D. *Public safety standards.* Each Gaming Facility shall be constructed and maintained in a manner that adequately protects the environment and the public health and safety, and in accordance with the Compact and all building code provisions adopted by the Pueblo.

Section 14-1-5. Licensing.

A. *Gaming license requirements.* Unless a Compact shall allocate responsibility to an entity other than the Board, the licensing authority for Class II Gaming and Class III Gaming shall be the Board.

- (1) *Key gaming employees.* Each Key Gaming Employee of a Gaming Operation or Management Contractor must have a license issued by the Board.
- (2) *Gaming facility.* Each Gaming Facility must have a license issued by the Board.
- (3) *Management contractor.* Pursuant to IGRA, each Management Contractor, each Person having management responsibility for a Management Contract as defined by federal or Board regulation, and any Person having a direct or indirect financial interest in a Management Contract approved by the Commission must have a license issued by the Board after an independent assessment by the Board of the suitability of each such contractor and Person.
- (4) *Gaming device and gaming equipment.* Each Gaming Device must have a license issued by the Board. Other Gaming Equipment must be certified or licensed by the Board if required by IGRA, other Applicable Law, or the Compact.
- (5) *Gaming-related contractors.* Each Person proposing to enter into a Gaming-Related Contract must have a license issued by the Board; provided, however, that the Board may by regulation exempt certain vendors.
- (6) *Non-gaming contractors.* Each Person proposing to enter into a Non-Gaming Contract must have a license issued by the Board unless the Pueblo Council has retained licensing authority over certain Non-Gaming Contracts or has delegated such authority to another Pueblo entity for a similar purpose; provided, however, that the Board may by regulation exempt certain vendors.
- (7) *Other persons.* Consistent with Pueblo law, the Board may require licensure of such other Persons as necessary to protect the integrity of a Gaming Operation, Gaming Activities, or Gaming Revenues, or to carry out the purposes of this chapter unless the Pueblo Council has retained licensing authority over certain Persons or has delegated such authority to another Pueblo entity for a similar purpose.

B. *Applications for gaming licenses.* An applicant applying for a license shall provide all the information required by subsection 14-1-6B of this chapter and IGRA on an application form adopted by the Board for that purpose. The applicant shall pay any fees required by the Board or the Commission.

- (1) The Board shall require each applicant to sign and submit a Privacy Act notice on an application form as required by IGRA ("Privacy Act Notice"). As of the date of approval of this chapter, the required language is:

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 authorities and by the National Indian Gaming Commission (NIGC) members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC 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 by a tribe or the NIGC 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 for 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) The Board shall require each applicant to sign and submit a notice regarding false statements on an application form as required by IGRA ("False Statements Notice"). As of the date of approval of this chapter, the required language is:

A false statement on any part of your license 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)

- (3) The Board shall notify in writing each Person who is required to be licensed pursuant to subsection 14-1-5A of this chapter but who has not signed and submitted an application form containing the Privacy Act Notice and the False Statements Notice, to either complete a new application form that contains the Privacy Act Notice and False Statements Notice or sign a statement that contains the False Statements Notice and Privacy Act Notice.

C. Granting a gaming license.

- (1) If the Commission notifies the Board that it has no objection to the issuance of a license to a Key Gaming Employee, the Board may issue a license to such applicant.
- (2) If the Commission provides the Board with a statement itemizing objections to the issuance of a license to a Key Gaming Employee, the Board shall reconsider the application by taking into account the objections itemized by the Commission. The Board shall make the final decision whether to issue a license to such applicant.
- (3) The Board shall notify the Commission within 30 calendar days of the issuance of a license to a Key Gaming Employee.
- (4) A denial of a gaming license may be appealed to the Pueblo Court only under section 14-1-14. Any appeal must be filed with the Pueblo Court within fourteen calendar days of the applicant's receipt of notice of the denial. That notice shall

include information regarding any right of appeal. The filing fee for an appeal under this paragraph shall be established by the Pueblo Court.

D. Suspension and revocation of gaming license.

- (1) If, after the issuance of a license, the Board obtains reliable information from the Commission or other source indicating that a licensee may no longer meet the standards for licensure set forth in subsection 14-1-6G of this chapter or in the Board's regulations, the Board may suspend the license, immediately if necessary to protect the public welfare or if required by Applicable Law. The Board shall notify the licensee in writing of the proposed or summary suspension, and of any proposed revocation of the license, and shall include a statement of the grounds therefore. If a license is not suspended summarily, the Board may establish a date certain for the suspension, which date generally will follow disciplinary proceedings.
- (2) No later than seven calendar days after the Board notifies a permanent licensee of a summary suspension, or no later than fourteen calendar days after notice of a proposed suspension or revocation, the Board shall also notify the permanent licensee of the availability of a hearing regarding suspension or revocation of a license. The permanent licensee waives the right to a hearing by failing to make a timely request in accordance with Board procedures, as stated in the notice to the licensee. Temporary licensees do not have a right to a hearing, although the Board may at its discretion and under extraordinary circumstances elect to grant a hearing if the temporary licensee requests one in writing within seven calendar days of receiving notice of a revocation or suspension.
- (3) After the hearing, if any, and any other proceedings, the Board shall decide to suspend, revoke, or reinstate the license. The decision may be appealed to the Pueblo Court only under section 14-1-14. Any appeal must be filed with the Pueblo Court within fourteen calendar days of the applicant's receipt of notice of the Board's final decision regarding suspension or revocation. That notice shall include information regarding any right of appeal. The filing fee for an appeal under this paragraph shall be established by the Pueblo Court. The Board shall notify the Commission of any decision to suspend or revoke a license.

E. Duration and renewal of licenses. Any permanent license issued by the Board shall be effective for one year from the date of issuance, except:

- (1) Gaming Facility licenses under paragraph 14-1-5A.(2) shall be effective for a period of up to three years and shall be issued to coincide with the NIGC licensing cycle, and
- (2) licenses issued pursuant to paragraphs 14-1-5A.(6) and 14-1-5A.(7) above may, as a class or subclass, be effective for two years at the discretion of the Board.

Any license for a Management Contractor shall be renewed automatically each year during the term of the Management Contract unless the Board determines that the Management Contractor is in violation of Applicable Law or in material breach of the Management Contract. A licensee who has submitted the required application for renewal and any other information required by the Board at least 30 calendar days before the expiration of his

license may continue to be employed under the expired license until final action is taken on the renewal application by the Board or, if required by IGRA, the Commission. Such licensee shall provide updated material and information as requested on the appropriate renewal application, but shall not be required to resubmit historical data already provided or otherwise readily available to the Board.

F. *Identification badge.* The Board shall require each employee of a Gaming Operation to wear an identification badge issued in accordance with the Board's regulations and including at least the employee's photograph, name, employee number, and a date of expiration.

G. *Fees for licenses.* Reasonable fees for licenses, including background investigation costs under subsection 14-1-6J, shall be set by the Board. Payment in full of any required fee is required before a license is issued.

H. *Temporary licenses.* After preliminary review of a completed application, the Board in accordance with its regulations and in its discretion may issue a temporary license to a Gaming Employee.

Section 14-1-6. Background Investigations.

A. *Board authority.* Unless a Compact shall allocate sole jurisdiction to an entity other than the Board with respect to background investigations, the Board shall conduct a background investigation of each Person required to be licensed pursuant to subsection 14-1-5A commensurate with the degree of involvement of each class of licensees in Gaming Activities. All applicants of whom IGRA requires a background investigation shall be the subject of an investigation by the Board to standards at least as stringent as those required by IGRA. In a manner consistent with any requirements of Applicable Law and the Compact, the Board may contract for any service that facilitates the Board's ultimate function of rendering a Suitability Determination for licensure under subsection 14-1-6G.

B. *Required information.* Each Person required to be licensed pursuant to subsection 14-1-5A shall provide to the Board appropriate information as required by IGRA, the Commission, the Compact, or the Board on an application form for the purpose, which may (or, if required by Applicable Law, must) include the following:

- (1) Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, and all languages (spoken or written);
- (2) Business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license numbers, including information as of, and for the ten years prior to, the date of application;
- (3) 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 14-1-6B.(2);
- (4) Current business and residence telephone numbers, or similar contact information acceptable under Applicable Law and policies;

- (5) A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- (6) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (7) The names 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;
- (8) For each felony charge since age 18 for which there is an ongoing prosecution or conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
- (9) For each misdemeanor charge (excluding minor traffic violations) in the ten years prior to the application date for which there is a conviction or an ongoing prosecution, the charge, the name and address of the court involved, and the date and disposition, if any;
- (10) For each criminal charge in the ten years prior to the application date (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is not otherwise listed pursuant to paragraph 14-1-6B.(8) or (9) of this chapter, the criminal charge, the name and address of the court involved, and the date and disposition. The Board may request such information as far back as an applicant's eighteenth birthday if it determines that such information would aid in its assessment of that specific applicant's suitability for employment;
- (11) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational or professional license or permit, whether or not such license or permit was granted and, if so, whether the license or permit was ever revoked or suspended;
- (12) A photograph of the applicant;
- (13) Any other information the Board reasonably deems relevant; and
- (14) Fingerprints consistent with the procedures set forth in this chapter and in the Board's regulations.

C. *Release form.* The Board shall obtain from each applicant a release form signed by the applicant authorizing the Board and Commission to obtain any information related to the applicant's activities, including schools, property interests (real and personal), employment, and other history from criminal justice agencies, regulatory agencies, businesses, financial institutions, lending institutions, medical institutions, hospitals, and health care professionals.

D. *Procedures for conducting background investigations.* The Board shall conduct background investigations sufficient to enable the Board to make determinations of suitability pursuant to subsection 14-1-6G.

- (1) An applicant for a license shall provide to the Board all the information required pursuant to subsection 14-1-6B deemed necessary by the Board to conduct a background investigation of the applicant, which may include but is not limited to certified copies of the applicant's birth certificate, social security card, driver's license, passport, and other documents.
- (2) To the extent reasonably necessary and as provided in Applicable Law and the Board's policies and procedures, the Board shall investigate, confirm, and verify the information provided by the applicant and obtain any additional information pursuant to the signed release form. In conducting a background investigation, the Board shall take reasonable steps to keep confidential the identity of each person interviewed in the course of the background investigation.
- (3) In accordance with Applicable Law and Board policies and procedures, the Board shall initiate criminal background checks for each applicant for a license, including fingerprint and criminal history checks consistent with subsections 14-1-6E and F.
 - (a) The report or a summary of any initial background check shall identify criminal history and other information received from a law enforcement entity relevant to a Suitability Determination under subsection 14-1-6G.
 - (b) The Board shall review any background check report received.
 - (c) The Board shall use the results of any background check to perform the lawful duties of Board.
- (4) Once the Board has evaluated the accuracy and completeness of the information provided by the applicant and other information obtained pursuant to a signed release form, the Board shall analyze such information to make the Suitability Determination. The Board may conduct any further background investigation should the circumstances warrant.

E. Fingerprint check.

- (1) Applicants for a license must submit fingerprints if required by Applicable Law, the Compact, or Board policies or procedures. Reports obtained from the processing of such fingerprints shall be incorporated into the applicant's license file.
- (2) The chair of the Board is authorized to negotiate and enter into an agreement with the Commission or a state, federal, or other competent law agency for the purpose of processing fingerprints to obtain criminal history record information ("CHRI"). Such CHRI shall include a check of such information maintained by the Federal Bureau of Investigation, which shall be included in a report to the Board for use in its background check under subsection 14-1-6D. As of the date of enactment of this chapter, the Board has an agreement with the New Mexico Gaming Control Board to process fingerprints and to obtain CHRI.
- (3) The Laguna Gaming Control Board is hereby designated as the agency responsible for taking fingerprints of applicants for licenses, which designation may be changed by the Pueblo Council by resolution without amending this chapter. The chair of

the Board is also authorized to negotiate and enter into an agreement with another qualified law enforcement agency to take such fingerprints.

- (4) The Board may impose a fee sufficient to cover the cost of processing the fingerprints.
- (5) The detailed procedures for taking and processing fingerprints may be established by the Board by regulation or policy, and must comply with all Applicable Law and the Compact.

F. *Criminal history record information.* The Board shall use the criminal history record information (“CHRI”) for the purpose of having background checks conducted and making Suitability Determinations under this section and may use it for any other lawful purpose permitted by an agreement with the Commission or a state or federal law enforcement agency. The Board shall abide by all conditions or limitations imposed by such agreement on the release, dissemination, or use of the CHRI. The Board shall further restrict access to CHRI to the personnel and agents directly involved in the licensing process. The Board shall maintain records of the identities of all personnel and agents receiving access to the CHRI and shall furnish such records to the Commission upon request or as required by law.

G. *Suitability determination.* The Board shall review an applicant’s prior activities, criminal record, if any, reputation, habits, financial history, and associations to make a finding for submission to the Commission concerning the eligibility of the applicant for a license. The Board shall not issue a license to, nor shall a Gaming Operation or Enterprise employ, any Person whom the Board determines:

- (1) must be licensed, and
- (2) poses a threat to the public interest or to the effective regulation of any Gaming Activity, or creates or enhances the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of any Gaming Activity.

H. *Procedures for forwarding applications and notices of results to the Commission.*

- (1) No later than when a Key Gaming Employee begins work at a Gaming Operation, the Board shall send the completed application to the Commission.
- (2) Upon completion of a background investigation conducted pursuant to this chapter, the Board shall send the Notice of Results and the Suitability Determination to the Commission within 60 calendar days after a Key Gaming Employee begins work at a Gaming Operation. A Gaming Operation shall not employ any Key Gaming Employee, or any other Person requiring a license, who does not have a license after 90 calendar days unless that period is suspended by action of the Commission pursuant to IGRA.

I. *Investigative reports; submission of notices of results and suitability determinations to commission.*

- (1) A report on each background investigation conducted pursuant to this chapter (“Investigative Report”) shall be prepared in accordance with the Board’s

procedures, Applicable Law, and the Compact. The report shall include, at a minimum, the following:

- (a) A description of the steps taken in conducting a background investigation;
 - (b) An explanation of results obtained;
 - (c) A statement as to the conclusions reached; and
 - (d) The bases or justifications for each of the conclusions.
- (2) Based on the Investigative Report, the Board shall prepare a Notice of Results, which shall include information required by the Commission, which is the following as of the date of enactment of this Ordinance:
- (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 made under subsection G.
- (3) If a license is not issued to an applicant, the Board:
- (a) Shall notify the Commission, and
 - (b) Shall forward copies of its Notice of Results and Suitability Determination to the Commission for inclusion in any national or other registry of gaming employees determined by the Board to be lawful and credible.
- (4) The Board shall retain all applications for licenses, Investigative Reports, Suitability Determinations, and related other records and information for inspection by the Commission for no less than three years from the date of termination of employment and for a longer period if required under Applicable Law or the Compact.

J. *Fees for background investigation.* The fees for background investigations shall be set by the Board and included in the appropriate license fee. If the actual costs incurred by the Board for a background investigation exceed the amount deposited by the applicant, those costs may be assessed to the applicant at the discretion of the Board. In such cases, the Board shall submit to the applicant a detailed billing of reasonable costs.

K. *Memoranda of understanding.* A Gaming Enterprise and the Board are expressly authorized to enter into memoranda of understanding under which the Board will conduct a background investigation of Persons that would not otherwise be licensed and investigated by the Board.

Section 14-1-7. Management Contracts.

A. *Requirement for review and approval.* The Pueblo or a Gaming Enterprise may enter into a Management Contract subject to review and comment by the Board and approval by the Commission and the Pueblo Council.

B. *Required provisions.*

- (1) *Governmental authority.* A Management Contract shall provide that all Gaming Activity conducted by a Management Contractor be conducted in accordance with this chapter, the Compact, and IGRA.
- (2) *Assignment of responsibilities.* A Management Contract shall identify the responsibilities of each party for each identifiable function set forth in IGRA.
- (3) *Accounting.* A Management Contract shall provide for the establishment and maintenance of satisfactory accounting systems and procedures that shall include an adequate system of internal accounting controls and permit the preparation of financial statements in accordance with generally accepted accounting principles.
- (4) *Reporting.* A Management Contract shall require the Management Contractor, at its own cost and expense, to provide monthly verifiable financial reports to the Pueblo, the Board, and if required by IGRA, the Commission.
- (5) *Access.* A Management Contract shall require a Management Contractor to allow immediate access to a Gaming Operation, including its books and records, by authorized officials of the Pueblo, Board, or Commission, who shall have the right to verify the daily gross revenues and income from the Gaming Operation and access to any other gaming-related information that such authorized officials deem appropriate.
- (6) *Guaranteed payment.* A Management Contract shall provide for a minimum guaranteed monthly payment in a sum certain to the Gaming Operation or the Pueblo that has preference over the retirement of any development and construction costs.
- (7) *Development and construction costs.* A Management Contract shall provide for an agreed upon maximum dollar amount per month of revenues for the recoupment of any development and construction costs.

- (8) *Term.* Pursuant to IGRA, a Management Contract shall not be for a term exceeding five (5) years unless, upon request of the Pueblo, the Commission authorizes a longer contract term not to exceed seven (7) years.
- (9) *Compensation.* Pursuant to IGRA, a Management Contract shall not provide for more than thirty percent (30%) of the Net Revenues of a Gaming Operation to be paid to a Management Contractor unless, upon request of the Pueblo, the Commission authorizes a higher percentage not to exceed forty percent (40%). The balance of any Net Revenues shall be paid to the Treasurer of the Pueblo or other Pueblo entity as set forth in a Management Contract.
- (10) *Termination; disputes.* A Management Contract shall provide the grounds and mechanisms for modifying or terminating such contract and shall include a mechanism to resolve disputes between a Gaming Operation and Management Contractor, a Management Contractor and patrons, and a Management Contractor and its employees.
- (11) *Assignments and subcontracting.* A Management Contract shall provide the extent to which assignment or subcontracting of contract rights and responsibilities is permitted.
- (12) *Ownership interest.* A Management Contract shall provide that changes in the ownership interest in such contract shall require the advance approval of the Pueblo Council and the Board, and if required by IGRA, the Commission.
- (13) *Prohibited provisions.* A Management Contract shall not transfer or convey any interest in Pueblo Lands unless authorized by federal law.

Section 14-1-8. Exemptions.

A. *Class I gaming.* Class I Gaming may be conducted by the Pueblo, its members, and other Pueblo entities for traditional, religious, and social purposes, including for prizes of minimal value, without compliance with this chapter.

B. *Charitable gaming.* Charitable gaming that promotes the health, education, or welfare of the Pueblo or its members and that is for prizes of minimal value may be conducted by the Pueblo, its members, and other Pueblo entities on Pueblo lands without compliance with this chapter.

C. *Prize limits.* For purposes of this section, "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 Board by regulation not to exceed the greater of \$5,000 or an amount allowable for similar activities under New Mexico law. The Board may authorize raffles for prizes of greater amounts.

D. *Board authority.* Notwithstanding the exemptions granted by this section for certain Class I and Charitable Gaming, the Board shall have authority to investigate the conduct of any such gaming to determine whether such gaming is in violation of Applicable Law, to

regulate and take measures to ensure the integrity of such gaming, and to enforce the provisions of any Applicable Law.

Section 14-1-9. Dispute Resolution.

A. Dispute resolution procedures. If a Gaming Operation or Management Contractor refuses to pay alleged winnings to a patron engaged in any Gaming Activity and the Gaming Operation and the patron are unable to resolve the dispute, and the dispute involves:

- (1) Less than \$500, the Gaming Operation shall inform the patron in writing that the patron has the right, within seven calendar days of the patron's receipt of that notice, to make a written request to the Board to conduct an investigation ("Request for Investigation");
- (2) At least \$500, the Gaming Operation shall notify the Board in writing of the dispute no later than 48 hours after it becomes aware of the dispute ("Notice of Dispute"), and shall provide a copy of that Notice to the patron, which shall include an explanation of the patron's right to make a written Request for Investigation within seven calendar days of the patron's receipt of the Notice of Dispute; or
- (3) If the Gaming Operation fails to provide a timely Notice of Dispute to the Board, the Gaming Operation shall be subject to regulatory penalty where applicable; further, the patron shall have seven calendar days to make a written Request for Investigation from the date of actual notice to the patron of the right to make such a Request.
- (4) A failure by a patron to make a Request for Investigation to the Board within the relevant seven-day period shall bar any and all claim to any money or other thing of value in dispute. A Request for Investigation shall be considered timely if it is postmarked on or before the seventh calendar day after the patron is informed of the right to make a Request.

B. Investigation and hearing. Upon receipt of a Notice of Dispute or Request for Investigation, the Board shall conduct whatever investigation it deems necessary to resolve the dispute. The Board shall hold a hearing on the matter in accordance with its procedures within a reasonable period after concluding the investigation of the dispute unless the patron and the Gaming Operation waive a hearing. Those procedures shall also allow the Gaming Operation and patron the opportunity to submit any documentation or other evidence to the Board to support their respective positions.

C. Decision. Within a reasonable time after the hearing and any post-hearing proceedings, the Board shall issue a written decision resolving the dispute and shall send the written decision, by certified mail, return receipt requested, or by hand delivery with receipt, or by overnight mail, to the patron and the Gaming Operation. The effective date of a decision of the Board made under this section is the date the decision is received by the aggrieved party, as reflected on the receipt or by the overnight service ("Effective Date").

D. Review of decision. The decision of the Board is a final action and is subject to review by the Pueblo Court under section 14-1-14 if the aggrieved party files an appeal with the Pueblo Court within fourteen calendar days of the Effective Date.

Section 14-1-10. Gaming Control Board.

A. *Composition of the board; appointment; term.* The Board is an independent governmental agency of the Pueblo. The Board shall consist of three members who shall be appointed by the Pueblo Council to serve staggered terms of up to five years, as established by the Pueblo Council, commencing on the date of their appointment. Members may serve multiple terms if reappointed by the Pueblo Council. No person who is currently a member of the Pueblo Council, an executive officer of the Pueblo, or an employee of a Gaming Enterprise shall serve on the Board.

B. *Compensation.* The Pueblo Council shall establish the compensation, if any, for the members of the Board.

C. *Removal.* The Pueblo Council may remove any member of the Board for cause.

D. *Vacancies.* The Pueblo Council shall fill any vacancies on the Board.

E. *Designation as agent.* The Board is hereby appointed as the agent for the Pueblo to accept on behalf of the Pueblo service of any official determination, order, or notice of violation that may be served by the Commission pursuant to IGRA.

F. *Powers and duties.* The Board shall have the following powers and duties:

- (1) To ensure the actual and reasonably perceived integrity of gaming on Pueblo Lands, and to monitor and regulate any Gaming Operation or Gaming Activity; provided, however, that if the Pueblo Council has given regulatory authority over a specific aspect of a Gaming Operation to another Pueblo entity or has expressly retained that authority unto itself, the Board's regulatory authority over any such specific aspect of a Gaming Operation shall be limited only to that necessary to ensure compliance with IGRA and to fulfill its role under the Compact.
- (2) To inspect and examine all premises on Pueblo Lands on which any Gaming Activity is conducted.
- (3) To conduct background investigations as may be necessary and to conduct such other investigations to protect the public interest in the integrity of any Gaming Operation or Activity and to prevent improper or unlawful conduct in the course of any Gaming Activity.
- (4) To demand access to, inspect, examine, photocopy, and audit (or to cause an audit to be conducted of) all papers, books, and records of any Gaming Operation relating to any Gaming Activity and any matters necessary to carry out its duties pursuant to this chapter, other Applicable Law, and the Compact.
- (5) To compel any Person to appear before it and provide such information, documents or other materials as may be in such Person's possession and to administer oaths or affirmations to witnesses appearing before it.

- (6) To promulgate such regulations, in accordance with paragraph 14-1-10I.(5), and guidelines as it deems appropriate and consistent to implement the provisions of this chapter, other Applicable Law, and the Compact.
- (7) To issue, suspend, and revoke licenses in accordance with this chapter.
- (8) To enforce the health and safety standards applicable to any Gaming Facility.
- (9) To levy and collect fees and to impose any penalties and fines for violations of this chapter, the Board's regulations, the Compact, or IGRA, consistent with the Board's powers under this chapter.
- (10) To bring in the name of the Pueblo, with concurrence of the Pueblo Council, any action in a court of competent jurisdiction, including the Pueblo Court, to enforce this chapter, the Compact or Applicable Law, or to enjoin or otherwise prevent any violation of this chapter, other Applicable Law, or the Compact.
- (11) To adopt an annual operating budget subject to the approval of the Pueblo Council and, in accordance with such budget, to employ a staff as it deems necessary to fulfill its responsibilities under this chapter, and to retain legal counsel, consultants, and other professional services, including investigative services, to assist it in carrying out its powers.
- (12) To issue any order, make any decision, or take any lawful action which is consistent with the Board's powers under this chapter and which may be required to protect the public interest in any Gaming Activity.
- (13) To conduct any hearing, take testimony, receive any evidence, and compel the production of any information or documents related to the discharge of its duties.
- (14) To enter into such contracts and agreements with State, federal, and private entities for activities necessary to the discharge of its duties.
- (15) To take any other action necessary and proper to exercise its powers and to fulfill the responsibilities set forth in this chapter.

G. *Executive director.* The Board may appoint and retain an individual to serve as executive director of the Board to administer and execute its duties and responsibilities hereunder and other staff as the Board may deem necessary to carry out such duties and responsibilities. Unless the Board determines otherwise, the executive director shall be responsible for coordination of the functions with the Commission and other federal, state, Pueblo, and local agencies, as necessary. The Board shall supervise the executive director.

H. *Certificate of self-regulation.* The Board on behalf of the Pueblo may petition the Commission for a certificate of self-regulation with respect to Class II Gaming.

I. *Procedures of the board.*

- (1) *Regular meetings.* Regular meetings of the Board may be held upon such notice, or without notice, and at such time and place as shall from time to time be fixed by the

Board. Unless otherwise specified by the Board, no notice of such regular meetings shall be necessary.

- (2) *Special meetings.* Special meetings of the Board may be called by the chair of the Board. The chair of the Board shall fix the time and place of the special meeting. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Board need be specified in the notice of the meeting.
 - (3) *Quorum.* At any meeting of the Board, a majority of the Board members shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board. The chair of the Board shall preside at all meetings of the Board unless the chair of the Board designates another member to preside in the chair's absence or unless the chair is unavailable and an emergency requires Board action. Board members may participate in a regular or special meeting by telephone or other similar electronic means. Specific Board actions may also be approved by polling Board members.
 - (4) *Notice of board action; hearings.* Unless otherwise provided in this chapter, no enforcement action of the Board taken pursuant to this chapter shall be valid unless the Person affected is given notice of the proposed action and the opportunity to appear and to be heard before the Board and to submit such evidence as the Board deems relevant to the matter at issue. Any hearing conducted may, at the direction of the Board, be conducted by the executive director, by one or more members of the Board, or by another individual designated by the Board for that purpose.
 - (5) *Regulations, procedures, and rules.* The Board may adopt regulations, procedures, and rules as it deems necessary or prudent consistent with this chapter and other Applicable Law. Unless immediate promulgation is necessary to preserve the legality or integrity of a Gaming Activity, the Board shall provide at least a thirty-day public notice and comment period before a proposed regulation shall become final. Even if immediate promulgation under the preceding sentence is used, the Board shall within 10 calendar days provide for a thirty-day public notice and comment period and shall thereafter confirm, revise, or withdraw the regulation(s).
- J. As a regulatory body of the Pueblo government, the internal operations of the Board shall be governed by Pueblo policies and procedures not inconsistent with this chapter. If the Board determines that such a policy or procedure is impeding its ability to carry out its duties under this chapter, the Board shall coordinate with appropriate persons in the Pueblo government to resolve those issues. Resolution may include amendment or supplementation of existing policies or procedures, or other means approved by the appropriate Pueblo authority. Amendment of this chapter is not required to implement any duly authorized measure under this subsection.

Section 14-1-11. Prohibited Acts.

It shall be a violation of this chapter for any person:

- A. Unless otherwise approved in writing and in advance by the Board, to knowingly conduct or participate in any Gaming Activity on Pueblo Lands other than at a licensed Gaming Facility, excluding authorized charitable and Class I gaming.
- B. To knowingly or negligently receive, distribute, apply, or divert any property, funds, proceeds, or other assets of a Gaming Operation to the benefit of any Person except as authorized by this chapter, other Applicable Law, the Compact, or a duly authorized policy or procedure of a Gaming Operation consistent with Applicable Law.
- C. To tamper with any Gaming Device or Gaming Equipment used in the conduct of any Gaming Activity with the intent to cause any Person to win or lose any wager other than in accordance with the approved rules of a Gaming Operation.
- D. To do any other act in connection with the conduct of any Gaming Activity with the intent to affect the outcome of any wager other than in accordance with the approved rules of a Gaming Operation.
- E. To knowingly or negligently alter or misrepresent the outcome of any event on which wagers have been made after the outcome is made sure but before it is revealed to the players.
- F. To place, increase, or decrease a bet, or to determine a course of play, after acquiring knowledge not available to all players of the outcome of the game or any event that affects the outcome of the game or which is the subject of the bet, or to aid anyone in acquiring such knowledge for the purpose of placing, increasing, or decreasing a bet or determining a course of play contingent upon that event or outcome.
- G. To claim, collect, or take, or attempt to take, money or anything of value in or from a Gaming Device or Gaming Equipment, with intent to defraud, without having made a wager thereon, or to claim, collect, or take an amount greater than the amount won.
- H. To place or increase a wager or bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including past-posting and pressing bets.
- I. To reduce an amount wagered or to cancel a bet after acquiring knowledge of the outcome of the game or other event which is the subject of the bet, including pinching bets.
- J. To manipulate, with the intent to cheat, any Gaming Device or Gaming Equipment, including, but not limited to, manipulating a Gaming Device or Gaming Equipment with knowledge that the manipulation affects the outcome of such device or equipment.
- K. To knowingly use other than coins or tokens (or cash equivalents) approved by the Board, or other lawful coin or legal tender of the United States of America, or to use a coin not of the same denomination as the coin intended to be used in a Gaming Device or Gaming Equipment.
- L. Unless expressly allowed by the Board for general use, to possess with the intent to use any device to assist in projecting the outcome of the game, in keeping track of the cards

played, in analyzing the probability of the occurrence of an event relating to Gaming Activity, or in analyzing the strategy for playing or betting to be used in the Gaming Activity.

- M. To use any device or means to cheat, or to possess any such device or means while at a Gaming Facility.
- N. To knowingly entice or induce another to go to any place where Gaming Activity is being conducted or operated in violation of the provisions of this chapter, IGRA, other Applicable Law, or the Compact with the intent that the other person play or participate in that Gaming Activity; provided that any complimentary items or points awarded in accordance with duly authorized Gaming Operation policies shall not be considered such an enticement or inducement.
- O. To offer or attempt to offer any tangible or intangible thing of value to a licensee with the intent to induce, or in a manner that reasonably may be perceived as intended to induce, the licensee to commit an act or omission contrary to the licensee's official duties under Applicable Law or the Compact;
- P. For a licensee to accept any tangible or intangible thing of value from any Person when a reasonable person would believe that the thing of value was offered to induce the licensee to commit an act or omission contrary to the licensee's official duties under Applicable Law or the Compact;
- Q. To undertake any action for which a license is required under this chapter, duly adopted regulations and rules of the Board, or other applicable gaming law without possessing such a license.
- R. To violate:
 - (1) any provision of this chapter;
 - (2) a duly adopted regulation, rule, or order of the Board;
 - (3) other applicable gaming law; or
 - (4) a duly authorized Gaming Operation gaming procedure or gaming policy that relates to the integrity of a Gaming Activity or Gaming Revenues, but only if the violation results in, or reasonably could result in, suspension or termination of the employee under the Gaming Operation's Human Resources policies. In determining whether to take action on a violation under this subparagraph (4), the Board may consider, among other factors, whether the violation created a significant risk of loss to or unauthorized distribution of Gaming Operation assets.

Section 14-1-12. Penalties.

A. For any Person who violates any provision of this chapter, the Board may impose civil penalties, including denial, suspension, or revocation of a license, a fine of not more than \$5,000.00 for each violation, exclusion from any Gaming Facility and areas contiguous to a Gaming Facility, other penalties within the Board's jurisdictional authority, or any

combination thereof. The Board shall use its discretion to impose penalties that are commensurate with the violation(s).

B. To the extent permitted by and in accordance with its applicable governing documents, policies, and procedures, a Gaming Operation may, indemnify, save, and hold harmless its officers, employees, contractors, and agents; provided, however, that no indemnification, actual or constructive, shall be provided to any person who is party to an action or proceeding commenced by the Laguna Gaming Control Board for the amount of any fine or other sanction.

Section 14-1-13. Interpretation.

A. *In general.* This chapter is an exercise of the sovereign power of the Pueblo and shall be construed in a manner that accomplishes its purposes and promotes the integrity of gaming and complies with Applicable Law.

B. *Specific provisions.*

- (1) *Computing time.* The following rules apply in computing any time period specified in this chapter or in any rules, regulations, or policies enacted by the Board unless specifically stated otherwise.
 - (a) *Day of the event excluded.* Exclude the day of the act, event, or default that begins the period.
 - (b) *Last day.* Include the last day of the period unless it is a Saturday, Sunday, or legal holiday. When the last day is excluded, the period runs until the end of the next day that is not a Saturday, Sunday, legal holiday, or day when the Board's office is inaccessible.
 - (c) *Legal Holiday.* As used in this chapter, "legal holiday" means any day observed by the Pueblo pursuant to the Pueblo of Laguna personnel policy.
 - (d) *Calendar Day.* As used in this chapter, "calendar day" means any and all days, subject to the "Last Day" rule above.
 - (e) *Periods expressed in hours.* Time periods given in hours are to be strictly construed and are not subject to the "Last Day" rule above.
- (2) *Service and notice.* In all situations in which the Board is required to provide service or notice upon a Person under this chapter or under any rules, regulations, or policies enacted by the Board, unless otherwise specifically provided, service shall be deemed complete upon the final regular attempted delivery of the relevant notice by certified mail or overnight delivery service to the last address provided by the Person to the Board, or if no address was provided directly to the Board, to the Gaming Enterprise or the Pueblo.

C. *Amended compact.* If the Pueblo executes a lawful Tribal-State Compact that amends or replaces the current Compact, all provisions of this chapter shall be construed as necessary

to comply with the new Compact until such time as this chapter is amended to conform to the new Compact.

D. *Severability.* In the event any section or provision of this chapter or its application to any particular activity is held to be invalid, the remaining sections and provisions of this chapter and the remaining applications of such section or provision shall continue in full force and effect.

Section 14-1-14. Sovereign Immunity.

By enacting this chapter, the Pueblo does not in any way waive its sovereign immunity, or the sovereign immunity of any Pueblo entity, from suit in any court, and the Board is expressly entitled to assert the sovereign immunity of the Pueblo as a governmental agency of the Pueblo. However, except as otherwise provided herein, decisions of the Board may be appealed to the Pueblo Court in accordance with this chapter, the Board's regulations, the Pueblo Court's rules, and other applicable law. When such review is available, the Pueblo Court is the final appellate body and its review shall be limited to the evidence and record before the Board. The Pueblo Court may allow oral argument or briefing as accords with its rules or at its discretion. No decision of the Board shall be reversed unless the Pueblo Court finds that the Board's action was arbitrary, capricious, or not in accordance with applicable law. No compensatory, punitive, monetary, or exemplary damages may be awarded by the Pueblo Court against the Board for any action taken or decision made by the Board. The Pueblo does not waive the Board's sovereign immunity before any tribunal other than the Pueblo Court and in the Pueblo Court only to the extent expressly described in this section.

Section 15. Repeal.

To the extent inconsistent with this chapter, all prior ordinances, or parts thereof, are hereby repealed.

Section 16. Amendments.

This chapter may be amended by the Pueblo Council.