



PUEBLO OF ISLETA GAMING REGULATORY AGENCY REGULATIONS

EFFECTIVE NOVEMBER 26, 2024

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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 of 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. 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.