

**PUEBLO OF ISLETA GAMING
REGULATORY AGENCY
REGULATIONS**

**2007 Revisions
&
2014 Supplemental
(5/30/14)**

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

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REGULATION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(42) **Standard Operating Procedures:** standard operating procedures established and approved for certain specific areas of gaming or the gaming operation. Also referred to as **SOPs**.

(43) **State Gaming Representative:** that person designated by the State of New Mexico Gaming Control Board who is responsible for the actions of the State set out in the Tribal-State Compact.

(44) **Temporary Permit:** a temporary document issued by the Agency for the sole purpose of allowing an individual to work for or provide services to the Gaming Enterprise pending the completion of a background check and issuance or denial of a license. A permit is not a gaming license and is not subject to the same process given to gaming licenses under the gaming license review procedures. Also referred to as **permit** and can include **work permit** or **vendor permit**.

(45) **TICS:** the tribal internal control standards of the Pueblo of Isleta.

(46) **Tribe:** the Pueblo of Isleta Indian tribe.

(47) **Tribal Council:** the Tribal Council of the Pueblo of Isleta.

(48) **Tribal Court:** the Tribal Courts of the Pueblo of Isleta.

(49) **Tribal Lands:** all the lands of the Pueblo of Isleta.

(50) **Tribal Laws:** for purposes of these regulations, the laws of the Pueblo of Isleta relating to gaming and gaming related activities occurring on tribal lands as currently in effect or may be subsequently enacted by the Pueblo of Isleta.

(51) **Tribal Regulations:** for purposes of these regulations, the regulations of the Pueblo of Isleta relating to gaming and gaming related activities occurring on tribal lands as currently in effect or may be subsequently amended or enacted by the Pueblo of Isleta.

(52) **Vendor:** Generally, a seller of goods, products or services. Can also be referred to as **gaming vendor** or **non-gaming vendor** depending on the specific type of goods, products or services sold or offered.

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

REGULATION 2: GAMING REGULATORY AGENCY AUTHORITY, RESPONSIBILITIES AND DUTIES

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

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

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

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

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

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

III gaming within the gaming facility.

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

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

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

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

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

2.3 Authority to Investigate, Inspect and Audit

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

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

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

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

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

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

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

2.4 Limitations on Agency Authority.

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

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

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

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

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

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

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

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

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

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

REGULATION 3: GAMING REGULATORY AGENCY COMPOSITION AND PROCEDURES

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

3.2 Executive Director.

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

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

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

3.3 Agency Staff.

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

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

3.4 Agency Operations.

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

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

3.5 Agency Investigation Procedures

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

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

1. Violations Discovered by Licensees. Any violation or suspected violation of the applicable laws and regulations, controls, rules, policies, procedures, standards, or conduct which would discredit the Pueblo or gaming activity on tribal land, discovered by a licensee must be reported directly to either a) the licensee's immediate supervisor or through any other appropriate chain of command, or b) the Agency for appropriate investigation.

2. Written Report and Corrective Actions Taken. If the licensee notifies their immediate supervisor or other management official of the violation or alleged violation, the supervisor or management official shall report to the Agency stating the specific type of violation and the actions taken, or to be taken, if any, to correct the problem.

3. No Retaliation Allowed. The Gaming Enterprise or its management shall not take any adverse or retaliatory action, such as discharge, demotion, coercion or threat, against any licensee who a) reports such violation, suspected violation or conduct to their supervisor or the Agency or b) cooperates with an investigation by the Agency.

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

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

D. Confidentiality of Investigation.

1. When conducting an investigation, the Agency will keep confidential the identity of each person or entity interviewed in the course of the investigation.

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

grounds for disciplinary action by the Agency against the perpetrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. It is the Agency's policy that:

1. All gaming on tribal lands be conducted in a manner that protects the public health, safety, general welfare; protects the property and assets of the Pueblo and its gaming operation; and complies with all applicable federal, tribal and state gaming laws and regulations, the Compact, approved internal controls, game rules, policies and procedures, standards and directives;
2. Any activity of individuals and entities licensed by the Agency shall be conducted in compliance with all applicable laws, regulations and other applicable authorities and in a manner that does not reflect or tend to reflect negatively upon the Pueblo and its gaming operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Corrective Action Required.** Each Notice of Infraction must include the corrective action to be taken by the responsible supervisor and/or the manager or licensee and include any preventive measures to be implemented to prevent recurrence. The Notice of Infraction shall specify the date and/or time when corrective action responses are expected to be completed by the licensee. A copy of the Notice of Infraction shall be sent to the Gaming Enterprise General Manager.
2. **Follow up on Corrective Action.** The Agency shall follow up on the proposed corrective action to ensure completion in a timely manner.
3. **Resolution of Violation with Corrective Action.** Timely corrective and/or preventative action may be all that is necessary, in the discretion of the Agency, to address the violation and no further disciplinary action may be needed or taken. However, the Agency reserves the right to take additional disciplinary action on any Notice of Infraction.
4. **Agency Determination.** The Agency shall determine whether the violation or failure to take corrective action would justify the imposition of additional or further disciplinary action. Final determination or action on each Notice of Infraction rests with the Agency.
5. **Infraction File.** The Agency shall establish and maintain an Infraction file which contains a copy of all Notices of Infractions that are issued. Also to be included are records relating to the corrective action that was required and completed for each Notice of Infraction. The Agency, in the process of suitability determinations, suspension or revocation actions or other licensing related actions, may refer to the Infraction file.

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

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

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

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

REGULATION 5: CODE OF CONDUCT AND RELATED MATTERS

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

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

5.2 Code of Conduct.

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

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

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

5.3 Conflict of Interest.

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

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

B. Gaming Enterprise Employees.

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

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

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

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

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

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

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

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

C. Vendors.

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

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

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

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

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

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

D. Agency Employees and Tribal Officials.

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

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

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

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

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

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

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

5.4 Outside Employment.

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

B. Agency Employees.

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

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

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

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

5.6 Prohibited Activities - Agency Employees.

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

5.7 Gifts, Gratuities and Solicitations

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

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

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

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

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

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

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

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

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

and the Agency.

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

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

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

5.8 Enforcement Responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Mandatory Employee Benefits.

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

employees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

possible after the occurrence.

6.20 Confidential and Proprietary Information.

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

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

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

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

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

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

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

guidance should be followed.

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

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

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

6.25 Property of the Gaming Enterprise.

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

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

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

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

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

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

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

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

7.2 Burden and Responsibility.

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

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

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

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

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

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

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

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

D. Each gaming facility.

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

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

7.6 Application Process and Licensing Fees.

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

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

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

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

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

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

licensing.

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

7.7 Background Investigations - Generally.

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

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

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

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

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

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

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

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

1. If the Agency finds that the scope of a background investigation was not adequate or that sufficient information was not obtained or there are particular items of concern, the Agency shall perform such additional investigation as necessary to determine whether the applicant meets the suitability requirements for the particular license sought.
2. When reviewing the results of a background investigation, the Agency shall document any information that calls into question whether an applicant meets the suitability requirements for the particular license sought and conduct such follow up investigations on any all problem or questioned areas as necessary, including further interviews with the applicant to clarify any questioned item(s). The Agency shall document the results of all follow-up investigations in detail.

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

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

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

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

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

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

permit is issued;

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

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

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

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

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

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

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

7.9 General Licensing Procedures

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

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

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

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

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

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

D. Denial of a License Application.

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

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

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

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

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

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

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

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

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

7.10 License Term; Renewal.

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

1. The expiration of the stated license term;

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

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

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

1. The Agency shall conduct an updated background investigation with respect to any license renewal application and shall make a decision to grant a renewal or deny the license renewal based on the findings of the background investigation and the application.
2. If the Agency determines that the renewal is denied as being unsuitable on grounds in Regulation 7.9.D.2., the licensee and Gaming Enterprise shall be given notice of the denial, the specific reasons for the denial, and right to appeal in accordance with Regulation 7.9.D.3. The Gaming Enterprise shall be given notice of the denial to renew the license.

7.11 Additional, Reopened or Random Investigations.

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

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

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

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

7.12 Suspension of a License.

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

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

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

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

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

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

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

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

7.13 Reinstatement of Suspended License.

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

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

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

7.14 Revocation of a License.

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

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

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

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

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

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

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

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

7.16. Conditional License.

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

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

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

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

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

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

7.18 Confidentiality of Licensing Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REGULATION 8: LICENSING OF EMPLOYEES

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

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

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

8.3 Employee Licensing Fees and Payment Arrangements.

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

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

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

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

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

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

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

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

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

C. Reviewing relevant financial records of the applicant;

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

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

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

8.5 Reporting Requirements for Key Employee or Primary Management Officials.

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

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

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

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

8.6 Applicant Leaves Employment Before Completion of Background Investigation;

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

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

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

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

8.9 Determination on Licensing an Employee.

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

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

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

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

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

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

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

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

8.11 Employee License Term; Renewal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REGULATION 9: REGISTRATION AND LICENSING OF VENDORS

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

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

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

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

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

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

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

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

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

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

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

9.3 Applications; Required Information.

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

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

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

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

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

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

9.4 Vendor Licensing Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9 Determination on Licensing a Vendor.

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

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

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

notice that the vendor application has been denied.

9.10 Vendor License Term; Renewal.

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

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

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

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

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

9.11 Termination of Business Relationship with Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2 Application.

A. Application and Documents Required. The gaming operation shall submit to the Agency a gaming facility license application for each gaming facility, including, but not limited to such information as the physical layout, floor plans, features of gaming and non-gaming areas and location of slot machines, gaming tables and devices throughout the gaming facility, emergency preparedness plans, surveillance and security, etc., as may be required by the Agency to evaluate whether the facility should be, or continue to be, licensed.

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

10.3 Standards for Licensing.

A. Generally. The Agency shall make a determination on a gaming facility's suitability for licensing based on information obtained from reviewing all pertinent documents and information. Upon a favorable suitability determination, the Agency shall issue or renew a license to a gaming facility.

B. Favorable Suitability Determination. The Agency shall render a favorable suitability determination for a gaming facility only after the Gaming Enterprise has satisfied the Agency that the gaming facility is constructed, maintained and operated in a manner that protects the environment and the public health and safety. In rendering a favorable suitability determination, the Agency shall determine whether:

1. The construction and the maintenance of a gaming facility adequately protects the environment and the public health and safety;
2. The Gaming Enterprise shows evidence in the form of a certificate from an independent inspector that all new construction or renovations after August 29, 1997 at any gaming facility meet or exceed health, safety and construction standards at least as stringent as the current editions of the National Electrical Code, the Uniform Building Code, the Uniform Mechanical Code, the Uniform Fire Code and the Uniform Plumbing Code;
3. The Gaming Enterprise shows evidence that all new construction or modifications at any gaming facility comply with applicable environmental laws or regulations;

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

C. Required Certifications. In addition to rendering a favorable suitability determination, the Agency shall certify, as required under the Compact or applicable federal regulations, that at each place, facility or location on tribal lands where gaming will occur, that the construction and maintenance of the gaming facility and the operation of that gaming is conducted in a manner which adequately protects the environment and the public health and safety.

D. Grounds for Unfavorable Suitability Determination. The Agency shall render an unfavorable suitability determination for any grounds deemed reasonable pertaining to the gaming facility's construction, operation, and maintenance, including, but not limited to, the failure of the applicant to meet the elements specified in Regulation 10.3. The Agency shall notify the Gaming Enterprise of the unfavorable suitability determination and afford the Gaming Enterprise the opportunity to correct any deficiencies within a time period agreed upon between the Agency and the Gaming Enterprise. The Agency shall reconsider the gaming facility licensing application after review and inspection of the corrected deficiencies and render a determination thereafter.

10.4 License Term; Renewal.

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

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

C. Updated Investigation and Report for Renewal. The Agency shall conduct an updated investigation in accordance with Regulation 10.7 and prepare a report that addresses the gaming facility's compliance with all applicable laws and regulations and any other issues which may reflect on the suitability of the gaming facility to remain licensed.

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

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

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

10.6 Construction or Modification of Gaming Facility.

A. Notice to Agency Prior to Commencement of Work. The Gaming Enterprise is required to notify the Agency of any and all construction or modification to any gaming facility or premises prior to commencement of any construction.

B. Required Documents and Information. Prior to commencement of any construction on any gaming facility, the following documentation must be provided to the Agency at least forty-five (45) days in advance of any construction related activity and on a continual basis thereafter throughout the duration of the project:

1. Copies of all proposed contracts pertaining to the intended construction or modification to any gaming facility or the premises. This includes, but is not limited to contracts from architects, construction contractors and subcontractors. All proposed contracts are subject to the requirements of Regulation 9.3.B. All proposed contractors are subject to vendor licensing under Regulation 9.
2. Copies of original blueprints and plans. All subsequent changes that may arise during construction to these blueprints and plans shall be immediately provided to the Agency.
3. All necessary supporting documentation pertaining to project costs, contracts, blueprints, plans, etc.
4. Written internal controls and procedures for how the Gaming Enterprise intends to manage, internally and externally, the flow of construction workers and contractors to ensure the security and integrity of the gaming operation and Pueblo assets are not compromised or jeopardized in any way. The Agency must determine, in writing, that these internal controls and procedures, are in compliance with all requirements prior to commencement of any construction to any gaming facility.
5. Documentation showing that all construction to any gaming facility is in compliance or follows safety and construction standards at least as stringent as the current editions of the requisite construction codes.

6. Any documentation that the Agency deems necessary to evaluate the proposed construction or modification project to ensure compliance with all applicable federal, tribal and state laws and regulations, including the Compact.

C. Compliance with Security Procedures. All individuals and entities involved in the construction or modification of any gaming facility or premises must strictly adhere to all security procedures.

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

A. Safety and Construction Standards Annual Inspection. The gaming facility, and any and all additions to the gaming facility, shall have annual inspections conducted and certified by an independent inspector to ensure that the gaming facility is in compliance with safety and construction standards at least as stringent as the current editions of the requisite construction codes. If the State Gaming Representative requests sufficiently in advance of the annual inspection, the State Gaming Representative may be present at these inspections. The Agency shall provide copies of such inspection reports to the State Gaming Representative if requested to do so in writing. Any deficiencies noted in such inspections shall be corrected within a time either established by the Agency or agreed upon between the State Gaming Representative and the Tribe.

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

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

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

C. Access to Areas and Records. Immediate and unrestricted access to the areas and records of the gaming facility licensee which may be inspected or examined by Agency employees or agents shall be granted to any Agency employee or agent who displays an ID badge issued by the Agency pursuant to Regulation 2.3.B.

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

REGULATION 11: GAMING DEVICES, ASSOCIATED EQUIPMENT AND GAMES

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

11.2 Tribal Standards. Tribal standards for any and all Class III gaming devices, associated equipment and games must be at least as strict as the comparable standards applicable for Class III gaming devices, associated equipment or games within the State of Nevada as required by the Compact. Therefore, the Agency adopts the most current State of Nevada Gaming Regulation 14, regarding Manufacturers, Distributors, and Operators of Systems, Gaming Devices, New Games and Associated Equipment, and the Technical Standards for Gaming Devices, and any amendments thereto, (commonly referred to as "Nevada Standards"), as the Tribal Standards. A copy of the most recent Nevada Standards, including Technical Standards, must be available and accessible by Agency staff and Gaming Enterprise employees, if not attached to these Regulations. Any and all Class III gaming devices or associated equipment used by the Gaming Enterprise at any gaming facility on tribal lands shall meet or exceed these tribal standards. In addition, the Gaming Enterprise is required to adopt and implement internal controls regarding gaming devices which are at least as restrictive as those set forth in the most current edition of the Minimum Internal Control Standards (MICS) as established by the NIGC relating to gaming machines.

11.3 Requirements for Gaming Devices. No person or entity may distribute, operate or place into operation any gaming device or related equipment on tribal lands unless:

- A. The person or entity is licensed by the Agency as a gaming vendor pursuant to Regulations 7 and 9;
- B. Each gaming device is either certified to meet Tribal Standards by an independent gaming laboratory or approved by the State of Nevada Gaming Commission/ Gaming Control Board;
- C. Each gaming device is approved for purchase by the Agency;
- D. Each gaming device has been approved by the Agency to be offered and operated at a gaming facility;
- E. The distribution or operation of the gaming device is in strict compliance with the certification, approval and licensing requirements of these Regulations.

11.4 Approval of Gaming Devices; Application and Procedures.

A. Generally. No gaming device shall be purchased or distributed for use or play at any gaming facility, and the Gaming Enterprise shall not allow any gaming device to be used or played at any gaming facility, unless it has first been approved by the Agency.

B. Application. Applications for approval of a new gaming device must be made and processed in the manner and on forms as required by the Agency. The Gaming Enterprise may apply for approval of a new gaming device, but the application must be joined in, and verified by, the manufacturer or vendor of the gaming device. Each application must include:

1. The complete name and address of the manufacturer and the distributor of the gaming device and affirmative documentation showing that the gaming device has either been approved by the State of Nevada or has been tested, approved and certified by an independent gaming laboratory to meet Tribal Standards;
2. A complete, comprehensive and technically accurate description and explanation in both technical and lay language of the manner in which the device operates;
3. A copy of the proposed contract for the gaming devices;
4. The proposed date of delivery;
5. Information necessary to ensure that the gaming device will communicate with, and be linked to, the Gaming Enterprise's computer system;
6. The proposed location of the gaming devices on the gaming floor;
7. The payout percentages in compliance with required Compact percentages.
8. Any and all additional information/documentation required by the Agency.

C. Agency Verification Device Meets Standards. The Agency shall verify that each gaming device meets the Tribal Standards under Regulation 11.2. Compliance with these standards is required before any gaming device is approved by the Agency.

D. Approval. After review and evaluation of all relevant information, the Agency shall determine whether approval of the gaming device for purchase and placement into operation within a gaming facility should be granted. The Agency shall notify the Gaming Enterprise in writing of its decision. If the Agency approves the gaming device, the Gaming Enterprise may place and complete the purchase for the gaming devices.

11.5 Approval to Modify Gaming Devices; Applications and Procedures.

A. Generally. Modifications to gaming devices may only be made by licensed manufacturers or technicians who have received the Agency's prior written approval. The Agency may issue a verbal authorization to proceed with a modification in an emergency situation where such a modification is necessary to prevent cheating or malfunction. In such an instance, the Agency shall follow up immediately with a written approval and description of the emergency circumstances requiring verbal authorization.

B. Modified Device Must Meet Standards. A manufacturer or technician shall not modify a gaming device unless the device, as modified, meets the Tribal Standards under Regulation 11.2. Pursuant to Regulation 2.8, the Agency may waive all or part of the standards under Regulation 11.2 if, in its discretion, the Agency determines that the modification is necessary to prevent cheating or malfunction. Any waiver and the circumstances requiring such a waiver must be documented by the Agency.

C. Application. Applications for approval of a gaming device modification must be

made and processed in the manner and on forms as required by the Agency. Each application must include:

1. A complete, comprehensive and technically accurate description and explanation of the modification in both technical and lay language;
2. Unless waived pursuant to Regulation 11.5.B., documentation showing that the gaming device, as modified, meets the tribal standards of Regulation 11.2;
3. Any and all information/documentation required by the Agency.

D. Agency Verification Device Meets Standards. The Agency shall verify that each modified gaming device meets the Tribal Standards under Regulation 11.2. Compliance with these standards is required before any modification of a gaming device is approved by the Agency.

E. Approval. After review and evaluation of all relevant information, the Agency shall determine whether approval of modification of the gaming device should be granted. The Agency shall notify the Gaming Enterprise in writing of its decision. If the Agency approves the modification of the gaming device, the Gaming Enterprise may proceed with the modifications.

11.6 Conversion of Gaming Devices. The Gaming Enterprise may convert a gaming device from one approved game configuration to another approved game configuration, provided that the Gaming Enterprise notifies the Agency in writing a minimum of thirty (30) days prior to the conversion and maintains complete and accurate records of all conversions.

11.7 Marking, Registration, Distribution and Shipping of Gaming Devices.

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

1. A permanent serial number which must be the same number as given the gaming device pursuant to the Gaming Device Act of 1962, 15 U.S.C. §1173, permanently affixed to each device so as to be clearly visible, such number, the manufacturer's name, and if different, any trade name under which the manufacturer does business and the date of manufacture of such device.
2. The Gaming Enterprise shall maintain a permanent listing of the serial numbers of the gaming devices, the name of the manufacturer, the date of manufacture, the name and address of person from whom such device was purchased or acquired (if different from manufacturer), and the name and address of the carrier delivering the device. The Gaming Enterprise shall provide this list to the Agency immediately upon its request.
3. The Gaming Enterprise and the gaming manufacturer shall notify the Agency in writing at least seven (7) days prior to the shipment of any gaming device or associated software for receipt by the Gaming Enterprise.

B. Johnson Act Registration. The Gaming Enterprise shall provide a copy of the

most recent Johnson Act registration, as required pursuant to 15 U.S.C.A. § 1173, to the Agency as proof of compliance with applicable Johnson Act requirements for purchase, sale, transportation and distribution of gaming devices.

11.8 Delivery and Installation of Gaming Devices and Associated Equipment. The Gaming Enterprise shall have standard operating procedures (SOPs) for the delivery and installation of gaming devices and associated equipment.

11.9 Approval to Sell or Dispose of Gaming Devices and Associated Equipment. The Gaming Enterprise shall not sell or dispose of a gaming device without the Agency's prior written approval. The Agency may request such information from the Gaming Enterprise about the proposed sale or disposal as may be necessary to make a determination and ensure compliance with all applicable laws and regulations, including the Johnson Act requirements for transportation of gambling devices.

11.10 Maintenance of Gaming Devices and Associated Equipment. The Gaming Enterprise shall maintain gaming devices and associated equipment in suitable condition. The Gaming Enterprise shall have standard operating procedures (SOPs) detailing processes for routine and emergency repairs of gaming devices and associated equipment. Such SOPs shall also provide for written notice to the Agency in the event that any gaming device, machine or associated equipment is not operational for a period exceeding ten (10) days along with a proposed repair schedule.

11.11 Alteration or Relocation of Gaming Devices, Associated Equipment and Games. The Gaming Enterprise shall have standard operating procedures (SOPs) regarding the alteration or relocation of any gaming devices, associated equipment or games. Such SOPs shall provide that the Gaming Enterprise shall not alter gaming devices or the manner in which any game or associated equipment operates without prior written approval of the Agency. Alteration shall also include the addition of any signage or decoration that may affect visibility of the device or game by Surveillance or the Agency. In addition, the SOPs shall require written notice to the Agency at least seven (7) days prior to a proposed relocation of any gaming devices, associated equipment or games and written Agency approval prior to such relocation.

11.12 New Games; Applications and Procedures.

A. Generally. The Gaming Enterprise shall not offer a game for play in any gaming facility unless it has first been approved by the Agency. The Agency may approve a proposed new game if the game is certified as meeting the Tribal standards of Regulation 11.2, or if the new game has been approved by the State of Nevada Gaming Commission/Gaming Control Board or has been tested, approved and certified by an independent gaming laboratory to meet Tribal Standards.

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

1. The name, permanent address, social security number and driver's license number of the person developing the game;
2. The name of the game;
3. A description of the game, including the rules of play, the proposed

schedule of payouts, and a statistical evaluation of the theoretical percentages of the game;

4. Affirmative verifiable documentation that the game is either certified to meet Tribal Standards, or that the game has been approved by the State of Nevada Gaming Commission/Gaming Control Board;
5. A copy of the proposed contract for the new game;
6. The date of proposed delivery or operational start-up;
7. Proposed floor location for new game;
8. Any and all information/documentation required by the Agency.

C. Approval. After review and evaluation of all relevant information, the Agency shall determine whether approval of the new game should be granted. The Agency shall notify the Gaming Enterprise in writing of its decision. If the Agency approves the new game, the Gaming Enterprise may proceed with initiating the new game.

11.13 Associated Equipment; Applications and Procedures.

A. Generally. Unless otherwise waived pursuant to Regulation 11.13(d), the Gaming Enterprise shall not use any associated equipment without Agency approval.

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

1. The name and address of the manufacturer and the distributor of the associated equipment;
2. A complete, comprehensive, technically accurate description and explanation in both technical and lay language of the associated equipment and its intended use;
3. Detailed operating procedures for using the associated equipment;
4. Details of all tests performed on the associated equipment and the standards under which such tests were performed, if applicable; and
5. Affirmative verifiable documentation that the associated equipment is either certified to meet Tribal Standards by an independent testing laboratory or has been approved by the State of Nevada Gaming Commission/Gaming Control Board, if applicable;
6. A copy of the proposed contract for the associated equipment;
7. The date of proposed delivery;
8. Proposed floor location, if applicable;

9. Any and all information/documentation required by the Agency.

C. Approval. After review and evaluation of all relevant information, the Agency shall determine whether approval of the associated equipment should be granted. The Agency shall notify the Gaming Enterprise in writing of its decision. If the Agency approves the associated equipment, the Gaming Enterprise may proceed with placing the order and completing the purchase of the associated equipment.

D. Waive Approval. Pursuant to Regulation 2.8, upon written request from the Gaming Enterprise, the Agency may, in its sole discretion, waive approval for associated equipment upon such terms and conditions that it may require.

Legislative History/Authority: Tribal Council Resolution No. 01-006 Pueblo of Isleta Gaming Regulatory Agency (adopted 1/16/02); Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 12/20/94); First Amendment to Pueblo of Isleta Ordinance 94-02: Permitted Gaming (enacted 3/15/95); Pueblo of Isleta Ordinance of Tribal Law: Permitted Gaming (enacted 9/23/97); Isleta Gaming Commission Regulation Chapter 1 (revised 12/1/99); Isleta Gaming Commission Regulation Chapter 4 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 13 (revised 12/16/99); Isleta Gaming Commission Regulation Chapter 17 (revised 12/16/99); 2007 Tribal-State Compact.

REGULATION 12: FOOD, BEVERAGE AND ALCOHOL SERVICE

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

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

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

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

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

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

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

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

12.4 Service of Alcoholic Beverages

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

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

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

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

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

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

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

REGULATION 13: INTERNAL CONTROLS, STANDARD OPERATING PROCEDURES AND VARIANCES

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

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

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

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

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

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

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

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

1. All requests for a variance from the TICS must be made in writing to the

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

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

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

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

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

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

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

13.6 Cash Variance

A. Reporting Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

14.4 Requirements for Server Permits.

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

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

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

14.7 Delegation of Authority to Revoke a Server Permit

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

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

14.8 Enforcement

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

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