PUEBLO OF LAGUNA
GAMING CONTROL BOARD

REGULATIONS

EFFECTIVE October, 20th, 2026

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PART 1
INTERPRETATIVE RULES AND DEFINITIONS

101. Scope

This Part sets forth the definitions of various terms used in these regulations and interpretive aids.

102. Construction

(a) Nothing in these regulations shall be construed so as to conflict with any provision of the Gaming Code, the Compact, the IGRA, or lawful NIGC regulations. If a term used in these regulations is defined in one of those sources of law, the term shall be interpreted in such a manner as to not contravene that source.

(b) The word "and" is always conjunctive. The word "or" generally is disjunctive but may also be conjunctive (to avoid overuse of "and/or"). The Executive Director has the discretion in the first instance to interpret any particular use of "or," but the Board retains the final authority over interpretation of its own regulations.

(c) The Board recognizes that pronoun usage is a sensitive and evolving issue. Rather than trying to anticipate what pronoun usage might be perceived as offensive or marginalizing over time, the Board has elected to avoid the use of gendered singular pronouns altogether. "Its" is sometimes used to encompass all Persons, including natural persons as well as business and other entities.

103. Severability

If any provisions of these regulations are held invalid, it shall not be construed to invalidate any other provisions of these regulations.

104. Definitions

When used in these regulations, the term:

(a) "Applicant" means a natural person, entity, or organization, including an employee, agent, or representative of any such person, entity, or organization that has begun the process of obtaining a license issued by TGRA under the authority of the Board.

(b) "Background Investigation" means an investigation into the criminal history, financial suitability, or other background matter(s) of an Applicant for a license in order to establish suitability of the Applicant to hold a gaming license.

(c) "Board" means the Pueblo of Laguna Gaming Control Board or any individual duly authorized under Section 204.

(d) "Business Day" means 7:00 a.m. to 4:00 p.m. Monday through Friday, unless such a day is a "legal holiday" as defined in § 14-1-13(B)(1)(c) of the Code.

(e) "Chair" means the chairperson of the Board.

(f) "Charitable Gaming" is Gaming Activity that promotes the health, education, or welfare of the Pueblo or its members and that is for prizes of minimal value and may be conducted by, or on behalf of, the Pueblo, its members, and other Pueblo entities on Pueblo lands.

(g) "Class I Gaming" means:

(1) Social games played solely for prizes of minimal value; or

(2) Traditional forms of Indian gaming when played by individuals in connection with tribal ceremonies or celebrations.

(h) "Class II Gaming" means bingo or lotto (whether or not electronic, computer, or other technological aids are used) when players:

(1) Play for prizes with cards bearing numbers or other designations;

(2) Cover numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined; and

(3) Win the game by being the first person to cover a designated pattern on such cards;

(4) If played in the same location as bingo or lotto, pull-tabs, punch boards, tip jars, instant bingo, and other games similar to bingo;

(5) Non-banking card games that:

(i) State law explicitly authorizes, or does not explicitly prohibit, and are played legally anywhere in the state; and

(ii) Players play in conformity with state laws and regulations concerning hours, periods of operation, and limitation on wagers and pot limits.

(i) "Class III Gaming" means all forms of gaming that are not Class I Gaming or Class II Gaming, including but not limited to:

(1) Any house banking card games, including, but not limited to baccarat, chemin de fer, blackjack ("21"), and pai gow (if played as house banking games);

(2) Casino games such as roulette, craps, and keno; and

(3) Any Gaming Devices defined in Section 104(p) and electronic or electromechanical facsimiles of any game of chance;

(4) Any sports betting or pari-mutuel wagering, including, but not limited to, wagering on horse racing, dog racing, or jai alai; or

(5) Lotteries.

(j) "Code" or "Gaming Code" means the Pueblo of Laguna Gaming Control Code, Chapter 1 of Title XIV of the Pueblo of Laguna Code and effective September 1, 2013, and including any amendments approved by the Pueblo Council and the NIGC. The Gaming Code is the "Ordinance" or "Gaming Ordinance" required by IGRA and its implementing regulations. "Pueblo Code" means all Pueblo law.

(k) "Compact" means the Indian Gaming Compact between the Pueblo of Laguna and the State of New Mexico, regarding which notice was published in the *Federal Register* by Department of the Interior on October 23, 2015, and any approved amendments or successor agreement(s) thereto.

(l) "Fixed Suspension" means a suspension of a gaming license for a fixed period of time and is recommended by TGRA under Section 204(b)(4) (or imposed directly by the Board, for example, as an alternative to a recommended revocation). A "Fixed Suspension" is in contrast to a "Summary Suspension" imposed by TGRA under Section 310. If "suspension" is used alone without "Fixed" or "Summary" preceding it, it means both types of a suspension, unless the context or a separate definition requires otherwise.

(m) "Game" means any game played with cards, dice, Gaming Equipment or any Gaming Device for cash or any other thing of value, including, without limitation, any banking or percentage game or any other game or device.

(n) "Gaming" means Class II Gaming, Class III Gaming, or other game of chance involving prize, chance and consideration, except for Class I Gaming.

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

(p) "Gaming Device" (or "Gaming Machine") means:

(1) Any so-called slot machine or any other machine or mechanical device an essential part of which is a drum or reel with insignia thereon, video screen and/or

(i) Which when operated may deliver, as result of the application of an element of chance, any money or property, or

(ii) By the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or

(2) Any other machine or mechanical device (including, but not limited to, roulette wheels and similar devices) designed and manufactured primarily for use in connection with gambling, and

(i) Which when operated may deliver, as the result of the application of an element of chance, any money or property, or

(ii) By the operation of which a person may become entitled to receive, as the result of the application of an element of chance, any money or property; or

(3) Any subassembly or essential part intended to be used in connection with any such machine or mechanical device, but which is not attached to any such machine or mechanical device as a constituent part;

(4) Provided, however, that if IGRA, other applicable law, or the Compact specifically requires a different definition of Gaming Device or Gaming Machine, that definition shall be applied to the extent necessary to comply with applicable law or the Compact.

(q) "Gaming Employee" means a Key Gaming Employee or a Non-Key Gaming Employee. To be explicit, independent contractor status does not preclude a person from being a Key Gaming Employee or Non-Key Gaming Employee. The categorization is based on the person's function(s), not on the person's classification as an "employee," a "contractor," or some other label.

(r) "Gaming Enterprise" means Laguna Development Corporation, a federally chartered corporation, or any enterprise, corporation, or other entity wholly owned by the Pueblo and authorized to conduct Gaming Activity in any Gaming Facility, or, for purposes of these regulations and where the context dictates, a Management Contractor operating or managing all or part of a Gaming Facility under a Management Contract.

(s) "Gaming Equipment" means any equipment, device, contrivance, or supplies, other than a Gaming Device, used to conduct Class II or Class III gaming.

(t) "Gaming Facility" means the portions of a building or location in which Gaming Activity is conducted or which are intended to be integrally related to a Gaming Activity.

The Board shall reasonably determine the extent of a Gaming Facility when applying the Gaming Code and these regulations; provided, however, that when IGRA, other applicable law, or the Compact specifically requires a different definition of Gaming Facility, that definition shall be applied to the extent necessary to comply with applicable law or the Compact.

(u) "Gaming License" means a license issued by TGRA or the Board under the Gaming Code and these regulations. The uncapitalized word "license" means a Gaming License unless the context requires otherwise.

(v) "Gaming Operation" means a division, department, or unit of a Gaming Enterprise that is responsible for Gaming Activity or Gaming Revenues, including issuing the prizes and paying the expenses in connection with the conduct of Gaming Activity. For purposes of these regulations, unless the context dictates otherwise, a Gaming Operation includes any Management Contractor having a Management Contract related to the Gaming Operation. A Gaming Enterprise is a "Gaming Operation" for purposes of these regulations and the Gaming Code if the context so indicates.

(w) "Gaming-Related Contract" means a contract or agreement providing for any goods, services, or concessions to the Pueblo, a Gaming Operation, or a Management Contractor in connection with the conduct of Gaming Activity in a Gaming Facility (but not including professional, legal, or accounting services) in an amount reasonably anticipated to be in excess of $10,000 in a calendar year (or a greater amount established by the Board by regulation and calculated to protect the integrity of Gaming Activities and Gaming Revenues). No Gaming-Related Contract may be broken up into parts for the purpose of avoiding this definition and any corresponding requirement of licensure or certification.

(x) "Gaming Revenues" means all revenues of a Gaming Operation earned or collected at a Gaming Facility or from a Gaming Activity. If a Gaming Enterprise does not segregate clearly non-gaming revenue from Gaming Revenues for accounting purposes, all such undifferentiated revenue shall be considered Gaming Revenues.

(y) "Gaming Services" means the provision of any goods, services, or concessions in connection with any gaming to the Pueblo, Gaming Enterprise, or Management Contractor.

(z) "Gaming Systems" means computer hardware and software, including networking components, used directly in the operation and monitoring of Gaming Activity or the accounting or management of Gaming Revenues, excepting applications and data maintained by a government-regulated financial institution.

(aa) "Gaming-Related Contractor" means any Person who is a party to a Gaming-Related Contract as defined in the Gaming Code but does not mean a Gaming Enterprise.

(bb) "IGRA" means the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168, including any amendments, and where appropriate all lawful regulations promulgated thereunder.

(cc) "Immediate" or "without delay" means as soon as possible, delayed only by undertaking other actions that are essential to the public safety or welfare.

(dd) "Key Gaming Employee" means:

(1) any natural person retained by a Gaming Operation who falls within the definitions of "Key Employee" or "Primary Management Official" under IGRA and its implementing regulations, and also any natural person retained by a Gaming Enterprise who falls within one of those definitions because of job responsibilities that relate to a Gaming Operation, Gaming Activity, or Gaming Revenues, and

(2) such other employees or retained persons as may reasonably be included by the Board by regulation because they exercise significant responsibility or influence with respect to a Gaming Activity or Gaming Revenues.

The distinction between Key and Non-Key Gaming Employees is addressed more fully in 1003(c).

(ee) "License Action" means those procedures undertaken by the Board to suspend or revoke any license issued by it, to levy a civil fine or penalty against any Licensee, or to otherwise sanction violations of gaming laws, including these regulations. (When the lower case is used, a license action means an action taken or decision made by TGRA as a result of a License Action, unless the context dictates otherwise.)

(ff) "License Application" means the series of steps required to seek a Gaming License from TGRA and the Board, which generally includes one or more forms or other written submissions by the Applicant, and one or more meetings, interviews, and information sessions. It may also include requests for additional information from TGRA to the Applicant. A License Application is not deemed complete until an Applicant finishes all of the required steps, although for reasons consistent with applicable law and these regulations, TGRA may deny a License Application or

declare the Applicant ineligible to apply at an earlier stage in the process if TGRA has already received information that makes it clear that a license will not be granted or the Applicant has failed to provide required information under these regulations within the reasonable time frame established by TGRA. Only if the context requires, does "License Application" mean only the written form or submission.

(gg) "Licensee" means a natural person, entity, or organization, including an employee, contractor, subcontractor, agent, or representative of any such person, entity or organization, holding a license issued by the Board.

(hh) "Management Contract" means a contract between the Pueblo and a Management Contractor or between a Management Contractor and a subcontractor to manage all or part of a Gaming Enterprise.

(ii) "Management Contractor" means any Person who enters into a Management Contract with the Pueblo. A Management Contractor is also a "Gaming Enterprise" or a "Gaming Operation" for purposes of these regulations unless the context dictates otherwise.

(jj) "MICS" means the minimum internal control standards, whether controlling or published as guidance, by the NIGC.

(kk) "NIGC" means the National Indian Gaming Commission.

(ll) "Non-Gaming Contract" means a contract or other agreement reasonably anticipated to be in excess of $10,000 in a calendar year (or a greater amount established by the Board by regulation calculated to protect the integrity of Gaming Activity and the revenues therefrom) to provide any goods, services, or concessions which are not directly related to a Gaming Activity but which are for use or consumption

(1) by a Gaming Operation,

(2) at a Gaming Facility, or

(3) significantly by patrons of a Gaming Facility.

(mm) "Non-gaming Services" means the provision of any goods, services or concessions, which are not connected to any gaming on Pueblo Lands, to the Gaming Enterprise or Management Contractor.

(nn) "Non-Gaming Employee" means a natural person retained by a Gaming Enterprise or Gaming Operation who is not a Key Gaming Employee or Non-Key Gaming Employee.

(oo) "Non-Key Gaming Employee" means any person:

(1) who is not a Key Gaming Employee;

(2) who is retained either by

(a) a Gaming Operation or

(b) any third-party business within a Gaming Facility;

and

(3) whose responsibilities include work in areas in which Gaming Activity is conducted or in which cash or other valuable items or information relating to Gaming Activity or Gaming Revenues are handled; provided, however, that position categories, such as beverage servers, barbacks, and similar positions, whose exposure to the Gaming Activity in such areas is limited and who were not licensed by the Board as of September 1, 2013 will not be licensed under this chapter unless at the express direction of the Pueblo Council. Examples of such areas are: cage, pit, drop and count room, poker room, card and dice room, surveillance, administrative office, and player's club room.

Persons whose position does not meet this definition or the definition of a Key Gaming Employee are not licensed by the Board. Notwithstanding the foregoing, any employee who is not a Key Gaming Employee but who is required to be licensed by the Board under applicable law (excepting the Board's regulations) or the Compact is nevertheless a Non-Key Gaming Employee. The distinction between Key and Non-Key Gaming Employees is addressed more fully in 1003(c).

(pp) "Non-gaming Contractor" means any Person providing non-gaming services.

(qq) "Patron" means any natural person frequenting a Gaming Facility.

(rr) "Permanent license" means a license issued by TGRA for a set term, generally a year or two, after appropriate investigation and approval. The word "permanent" therefore is used to contrast with a "temporary" license, and a "permanent" license is nevertheless subject to an expiration date and, in accordance with these regulations, revocation or suspension.

(ss) "Person" means any individual, partnership, corporation, company, or other legal entity.

(tt) "Primary Position" means the main role or position held by a Licensee and for which a license is issued, recognizing that through work sharing a Licensee may also perform other positions or roles for a Gaming Operation.

(uu) "Prizes of Minimal Value" means the aggregate amount of all prizes awarded or given in a single gathering or session that is allowed by the Board by regulation not to exceed the greater of $5,000 or an amount allowable for similar activities under New Mexico law. The Board may authorize raffles for prizes of greater amounts.

(vv) "Pueblo" means the Pueblo of Laguna, a federally recognized Indian tribe, its authorized officials, agents, and representatives.

(ww) "Pueblo Council" means the Laguna Pueblo Council, the governing body of the Pueblo.

(xx) "Pueblo Court" means the Pueblo of Laguna Tribal Court.

(yy) "Pueblo Lands" means

(1) land with the exterior boundaries of the Laguna Reservation, or

(2) land over which the Pueblo exercises governmental power and that is either:

(i) held in trust by the United States for the benefit of the Pueblo or its members, or

(ii) held by the Pueblo or its members subject to restriction by the United States against alienation.

(zz) "Sensitive Area" means an area in which Gaming Devices, Gaming Equipment, Gaming Systems, Gaming Revenues, and other potentially vulnerable Gaming Activity-related assets are located, including but not limited to cage, pit, drop and count room, poker room, card and dice room, surveillance, administrative office, player's club room, shipping and receiving, and similar areas as designated by TGRA, either temporarily or permanently.

(aaa) "Software" or "Game Software" means the operational program or programs that govern the play, display of results, or awarding of prizes or credits for a Game.

(bbb) "Sponsoring Organization" means any organization not organized for pecuniary profit that has been granted an exemption from federal income tax as an organization described in 501(c)(3) of the Internal Revenue Code, or any organization affiliated with or recognized by the Pueblo and organized for the purpose of promoting any interest of the Pueblo.

(ccc) "State" means the State of New Mexico, its authorized officials, agents, and representatives.

(ddd) "State Gaming Representative" means a Person designated by the New Mexico Gaming Control Board, pursuant to the New Mexico Gaming Control Act, to be responsible for actions of the state under the compact. The state gaming representative shall be the single contact with the Board and may be relied upon as such by the Board.

(eee) "Summary Suspension" means a temporary suspension imposed by TGRA under Section 310 and is used in contrast to a "Fixed Suspension." If "suspension" is used alone without "Fixed" or "Summary" preceding it, it means both types of suspension, unless the context or a separate definition requires otherwise.

(fff) "TICS" or "Tribal Internal Control Standards" are internal controls promulgated by TGRA or the Board.

(ggg) "Wager" means a sum of money or representative of value risked on an uncertain occurrence.

PART 2
ORGANIZATION AND OPERATION OF THE CONTROL BOARD

201. Scope.

This Part sets forth the organization of the Board and specified delegations of authority.

202. Organization of the Board

(a) At the first meeting of each calendar year, the Board shall select a chair and a vice-chair from among its membership. If there is a change in the composition of the Board during the calendar year, the Board may make new selections for chair and vice-chair, at its discretion. The Board may also select a secretary-treasurer, who does not need to be a member of the Board.

(1) The chair shall schedule and preside at regular and special meetings. The chair shall have general supervision, direction, and control of the affairs of the Board and shall carry out other duties that are incidental to the office or that may be assigned by the Board.

(2) The vice-chair shall have the powers and carry out the duties assigned by the Board. In the absence or inability of the chair to serve, the vice-chair shall be empowered to carry out all of the responsibilities and duties of the chair.

(3) The secretary-treasurer, if appointed, shall:

(i) be the formal custodian of all files and records of the Board,
(ii) monitor the management of and accounting for funds allocated to the Board, and
(iii) be the custodian of any seal.

203. Meetings

(a) The Board shall meet at least once a month to transact Board business. When practicable, the chair shall give written notice of meetings to Board members, but the chair may call a meeting by giving oral notice thereof to the members of the Board. The Board may request the attendance of representatives of the Gaming Operation or Management Contractor at its monthly meetings.

(b) The Board may hold special meetings to transact Board business.

(c) The Board may take action at a meeting held by telephone conference call or any electronic means allowing immediate and simultaneous oral communication.

(d) The Board may also take action by electronic mail or any similar electronic method that creates a permanent record; provided, however, that any member of the Board may request that a matter instead be addressed by a method under subsections (a)-(c).

(e) The Board, through the Executive Director, shall ensure that written minutes are prepared and that, whenever possible, a recording of each meeting is made. The minutes shall be presented for approval by the Board at the next regular meeting after they are made available to the members of the Board for review.

(f) The Board may adopt a seal that may be affixed physically or electronically to a document to certify the official action of the Board.

204. Delegation of Authority.

(a) The use of the term "Board", "chair", or "member" in these regulations shall not be interpreted to preclude any authorized delegation of authority to TGRA or other agents of the Board in accordance with this Section.

(b) Unless the Board directs otherwise in a specific instance, TGRA, through the Executive Director, is hereby designated by the Board to:

(1) Accept any notice, filing, petition, or other document required by these regulations, the Compact, or other applicable law to be served on or submitted to the Board;

(2) Conduct or oversee investigations;

(3) Issue and deny temporary and Permanent licenses, with the exception of permanent Management Contractor licenses and new (not renewal) permanent Gaming Facility licenses, for which the Executive Director shall make a recommendation to the Board and provide the information necessary for the Board to make a suitability determination in the first instance; provided however that a License Action shall not be deemed to be final until the Applicant or Licensee has had any opportunity to review a background report if required by applicable law, TGRA procedures, or contract (see Section 805(d));

(4) Suspend or revoke a temporary or Permanent license, provided however that such Fixed Suspension or revocation shall take effect only after the recommended action is approved by the Board or the Licensee waives the right to a hearing before the Board regarding the proposed Fixed Suspension or revocation, and provided further that such license action shall not be deemed to be final until the Licensee has had any opportunity to review a background report as required by applicable law, TGRA procedures, or contract (see Section 805(d));

(5) Summarily suspend temporary and Permanent licenses; provided that such license action shall not be deemed to be final until the Licensee has had any opportunity to review a background report as required by applicable law, TGRA procedures, or contract (see Section 805(d)) even though a Summary Suspension may and generally will take effect before such a review to protect the public safety and integrity of Gaming;

(6) Inspect and examine, without notice, any Gaming Facility or Gaming Devices or equipment on Pueblo Lands;

(7) Investigate the conduct of all Licensees and other persons having any involvement with the Licensee and to ensure that there is no involvement in or with a Licensee by any unqualified or unsuitable person;

(8) Issue subpoenas within the Board's authority, although the Executive Director maintains the discretion to determine that the Board should consider a specific subpoena request;

(9) Issue notices of violation;

(10) Assess civil fines up to $5,000 in the aggregate without Board approval;

(11) Assess civil fines of $5,000 or more in the aggregate (subject to limits in the Gaming Code and these regulations), provided however that such civil fines shall take effect only after the recommended action is approved by the Board or the Licensee waives the right to a hearing before the Board regarding the proposed fines;

(12) Issue an order of temporary closure under Section 312(a)(4), provided, however, that the Executive Director shall immediately provide notice of the order to the Board.

(13) Ban or exclude a person from a Gaming Facility, permanently or temporarily, if the person poses a danger to the public safety, the assets of a Gaming Operation, or the integrity of gaming, provided that the decision is subject to review and hearing by the Board.

(14) Rescind, amend, or withdraw a prior action of the Executive Director or any TGRA employee or contractor; provided, however, that the Executive Director may not rescind or withdraw a decision to grant a Gaming License but instead must initiate Fixed Suspension or revocation proceedings (whether or not a Summary Suspension is imposed in the interim).

(15) Manage the day-to-day operations of TGRA;

(16) Hire, fire, and manage TGRA personnel (excepting the Executive Director), in accordance with applicable personnel policies and without Board involvement unless requested by the Executive Director, including but not limited to approval of PTO, preparing and approving job descriptions, selecting one or more applicants to interview, interviewing candidates, selecting the final hire, and recommending TGRA staff salaries to the Pueblo;

(17) Prepare annual budgets for Board review;

(18) Prepare and execute budget modifications as necessary, subject to Pueblo limitations; provided, however, that any budget modification(s) in a single calendar month exceeding one percent of the approved annual Board/TGRA budget must be approved in writing by the Board; and provided further that the Executive Director shall inform the Board of all budget modifications in writing before or at the next regular Board meeting;

(19) Independent signature authority for expenditures not exceeding $25,000, including contracts, and signature authority for a contract or payment over $25,000 if approved expressly by the Board.

(20) Delegate authorities to TGRA staff, provided that the ultimate delegated decision-making authority for matters having a significant material effect on a gaming license, the conduct of gaming, the disposition of significant Gaming Revenues, or the employment or retention of TGRA staff shall be retained by the Executive Director;

(21) Appoint an Acting Executive Director for a period of less than 17 calendar days and for a longer period with the concurrence of the chair; and

(22) Take actions consistent with this Section to ensure that gaming is conducted in compliance with the Code, IGRA, NIGC regulations, the Compact, and other applicable law.

(c) The Executive Director shall ensure that adequate internal controls and procedures are in place to implement these delegated authorities and to maintain in the Executive Director an appropriate level of control and supervision.

(d) The Board, on its own motion, at the discretion of the chair, upon request of TGRA, or upon written request received within seven calendar days from a person adversely affected by the exercise of a delegated authority under this Section, may review any determination by TGRA made under a delegation of authority.

(e) All delegations of authority shall remain in effect indefinitely, unless otherwise specified. Any delegation of authority previously approved by the Board may be revoked or modified by the Board through the adoption of a resolution. Additional delegations, or clarifications of this Section, may be made by the Board through resolution. All changes in delegations of authority shall periodically be incorporated into these regulations.

(f) A delegation of authority for a specific matter or circumstance may be made by the Board by a majority vote. ‘

PART 3
ENFORCEMENT

301. Scope

This Part sets forth the regulations for License Actions.

302. Grounds for License Actions

In addition to assessing a civil fine or penalty as set forth in Part 4, the Board may, in accordance with the procedures set forth in this Part 3, suspend or revoke any license issued by it, whether active, inactive, expired, or otherwise terminated, to a Person if the Board determines that the Person is no longer suitable to hold a license under the Gaming Code and these regulations because:

(a) the Licensee, the Licensee's employees or agents, or persons associated with the Licensee have violated any provision of the Gaming Code, these regulations, other applicable law, or substantive gaming policies or procedures of a Gaming Operation;

(b) violations of laws other than Gaming Code or these regulations by the Licensee, the Licensee's employees or agents, or persons associated with the Licensee, make the Licensee no longer suitable for licensing by the Board; or

(c) the Licensee otherwise does not meet the suitability requirements for a License, including failure to provide required information to TGRA or failure to abide by conditions or requirements imposed reasonably by TGRA.

Acceptance of a gaming license or a renewal thereof by the Licensee constitutes an agreement on the part of the Licensee to be bound by all applicable law, including the regulations of the Board and including specifically any regulations that may hereafter by amended or promulgated. It is the responsibility of the Licensee to keep informed of the content of all applicable law, and ignorance thereof will not excuse violations.

303. Initiation of a License Action

TGRA or the Board may initiate a License Action under the Gaming Code or these regulations where there are reasonable grounds to believe a Licensee or its agents meet the grounds for such proceedings set out in Section 302. The Board is required and committed to providing the opportunity for a hearing before a proposed Fixed Suspension or revocation goes into effect. That procedure is described in Section 304 and in Part 8. However, where TGRA determines that a Summary Suspension is warranted pending the opportunity for a hearing, it may follow the procedures in Section 310, which provides the opportunity to accelerate the notice and hearing processes in recognition of the fact that the license has been temporarily suspended and that the Licensee cannot engage in any activity requiring a license in good standing.

(a) TGRA (including at the direction of the Board) shall initiate a License Action by sending to the Licensee a notice of violation by hand delivery, or by certified or overnight mail (with signature required), at the last known mailing address of the Licensee. A notice may be sent by electronic mail or other electronic means if the Licensee expressly acknowledges receipt in writing.

(b) The notice of violation shall state the grounds for the proposed license action and state that the proposed license action, if a Fixed Suspension or revocation, will be effective only after a hearing

before the Board or upon waiver of a hearing by the Licensee; provided, however, that Summary Suspensions take effect immediately as provided in the Gaming Code and these regulations.

(c) If a proposed revocation or suspension is based in whole or part on records for which federal regulations or other applicable law allow the Licensee an opportunity to review and then attempt to correct or supplement those records, the Licensee must be again advised of that opportunity, generally in the notice of violation and no later than when a Hearing Request Form is provided by TGRA. See Section 805(d).

304. Informal Consultation

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

305. Assurance of Voluntary Compliance

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

306. Settlement

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

307. Criminal Convictions as Grounds for Revocation or Fixed Suspension

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

308. Facts of Criminal Charge

The charge in any jurisdiction of a Licensee with a felony or with a gambling-related misdemeanor or other misdemeanor involving theft, fraud, or misrepresentation may be grounds for a License Action. TGRA may take action under this Section based on the facts of the criminal charge even though the Licensee may ultimately be, or has been, acquitted on the criminal charge or even if the charge is dropped or dismissed. Dispositions of criminal charges (including, e.g., expungement, a plea to a reduced charge, or a conditional

discharge under New Mexico law) shall be considered on a case-by-case basis, and TGRA shall use its discretion to determine if the facts underlying a given charge and/or disposition should or should not count as a mandatory or permissive factor in a licensing decision or action under the relevant provisions in these regulations.

309. License Action by TGRA

After appropriate investigation in connection with any License Action, TGRA or the Board may find that the grounds alleged for the License Action do not warrant discipline, in which event the License Action shall be terminated. TGRA may conclude, however, that a preponderance of the evidence supports taking action, in which event TGRA may:

(a) propose revocation of the license,

(b) propose Fixed Suspension of the license for a particular period of time,

(c) impose or propose a civil fine or penalty as provided in Part 4,

(d) issue a public or private letter of reprimand to be placed in the file of the Licensee,

(e) accept an assurance of voluntary compliance, or

(f) take any combination of these actions.

Proposed actions under (a) and (b), and proposed civil fines exceeding $5,000 in aggregate under (c), are not effective until confirmed by the Board or the Licensee has waived the opportunity for a hearing before the Board.

310. Summary Suspension

(a) Where TGRA has reasonable grounds to conclude that any Person licensed under the Gaming Code and these regulations has violated any provision of the Gaming Code, these regulations, or other applicable law deliberately, willfully, or with material recklessness, or that the Licensee has been charged with a felony in any jurisdiction, or that due to other actions by the Licensee, the public health, safety, or welfare requires emergency action, and where TGRA incorporates such findings in its notice of violation, TGRA may summarily suspend the Licensee's license pending the License Action. Any such License Action shall be promptly instituted and determined as provided herein. (A Summary Suspension may also be imposed in order to compel a Licensee to comply with a lawful request by TGRA for documents or other information that a Licensee is required to provide to TGRA but has not provided. Because such Summary Suspensions do not also involve a proposed Fixed Suspension or revocation, no hearing before the Board is allowed or required under the Gaming Code.)

(b) The Summary Suspension of a license without notice pending a hearing shall be for a period not to exceed 45 calendar days, unless the hearing is continued at the request of, or with the consent of, the Licensee.

(c) TGRA must deliver a notice of Summary Suspension by hand delivery or by certified mail or overnight delivery to the Licensee. The notice must state the effective date of the Summary Suspension and the fundamental grounds for the Summary Suspension. The Summary Suspension

may run through the hearing and decision process on a revocation, Fixed Suspension, or other proceeding; until the Licensee complies with a lawful order or request of TGRA or the Board; or for a time set in the notice.

(d) Within seven calendar days after receipt by the Licensee of the notice of Summary Suspension, TGRA must serve upon the summarily suspended Licensee a formal notice initiating a License Action, unless the Summary Suspension is contingent on compliance with a lawful order or request of TGRA and the Licensee has already complied or agreed in writing to comply, effectively resolving the enforcement action. The notice initiating a License Action shall include an opportunity to request a hearing.

(e) Unless the Licensee waives a hearing or a Summary Suspension expires of its own accord or otherwise ends before a hearing, the Board shall hear the matter on an expedited basis as described herein.

311. Conditions Imposed by TGRA for Re-issuance of License

TGRA may require a Person who holds or formerly held a license to meet certain conditions before renewing or reissuing a license to that Person, including but not limited to one or more of the following:

(a) Restitution of money;

(b) Restitution of property;

(c) Making periodic reports to TGRA, including submission of documents required by TGRA; or

(d) Other reasonable measures directly related to TGRA's concerns regarding the suitability of a Person to hold a license.

312. Order of Temporary Closure

(a) Simultaneously with or subsequent to issuance of a notice of violation under Section 303(b) of these regulations, the Board may issue an order of temporary closure of all or part of a Gaming Facility or Gaming Operation, if one or more of the following substantial violations are present;

(1) A Gaming Facility or Gaming Operation operates for business without a license from the Board;

(2) A Management Contractor operates for business without a Management Contract approved by the NIGC;

(3) A Gaming Enterprise continues to operate Class II gaming or Class III Gaming in violation of the Gaming Code, the Compact, or these regulations after proper notice from the Board or TGRA demanding compliance; or

(4) A Gaming Facility is constructed, maintained, or operated in a manner that imminently threatens the environment or the public health and safety.

In an emergency, the notice of violation to a Gaming Operation may be oral but must be followed by written notice absolutely as soon as practicable.

(b) Upon service of an order of temporary closure, the Gaming Enterprise or Gaming Operation shall close the Gaming Facility, or the relevant functional or physical portion thereof, unless the order provides otherwise.

(c) Within seven calendar days after service of an order of temporary closure, the respondent may request, in writing, informal expedited review by the Board.

(1) The Board shall complete the expedited review within two business days after receipt of a timely request.

(2) The Board shall, within two business days after the request for expedited review:

(i) Decide whether to continue an order of temporary closure; and

(ii) Provide the respondent with an explanation of the basis for the decision.

(d) Whether or not the respondent seeks informal expedited review hereunder, the respondent may request a hearing before the full Board within 14 calendar days after TGRA or the Board serves the order of temporary closure. Otherwise, the order shall remain in effect unless rescinded or modified by TGRA or the Board because the basis for the closure has been or is being resolved in a manner that has eliminated or sufficiently reduced the need for a closure.

313. Self-Exclusion

This Section is intended to fulfill the Pueblo's and TGRA's responsibilities under the Compact but is not intended to preclude a Gaming Operation from implementing additional self-exclusion or exclusion policies.

(a) Each Gaming Operation shall post at all public entrances and exits of each Gaming Facility, signs in both English and Spanish, stating that help is available if a person has a problem with gambling and, at a minimum, provide an appropriate toll-free crisis hotline telephone number and information on the availability of a statewide self-exclusion program through the State Gaming Representative;

(b) The Gaming Enterprise shall train appropriate gaming personnel for the identification of self-excluded persons who enter or attempt to enter the Gaming Facility and take reasonable steps to identify the self-excluded person and to promptly escort the self-excluded person from the Gaming Facility;

(c) The Gaming Enterprise and each Gaming Operation shall remove self-excluded persons from mailing lists for advertisements or promotions and any players' club or other similar membership-type promotions, and return the cashable value, if any, of the self-excluded person's membership in the players' club or other similar membership-type promotions;

(d) The Gaming Enterprise and each Gaming Operation shall require that the self-excluded person forfeit all winnings (whether cash, property, or in any other form), credits, tokens or vouchers received from the Gaming Facility while excluded, and that all money or other property forfeited shall be used by the Gaming Enterprise to fund or support programs for the treatment and assistance of compulsive gamblers pursuant to Section 4(B)(16) of the Compact (this amount is in addition to the percentage of Adjusted Net Win already required under Section 4(B)(16) of the Compact); and

(e) The Gaming Enterprise and each Gaming Operation shall require that, for jackpots requiring the patron to complete paperwork required by the Internal Revenue Service prior to the pay-out of the jackpot, the Gaming Enterprise shall verify that the patron is not on the self-exclusion list and such certification shall be recorded in the appropriate documentation. In the event the patron is listed on the self-exclusion list, the Gaming Enterprise shall comply with Section 4(F)(2)(b)(iii) of the Compact regarding forfeiture of all winnings.

(f) If a self-excluded person is removed from a Gaming Facility, the Gaming Operation shall report to TGRA, at a minimum, the name of the self-excluded person, security staff involved, date of removal, amount of money forfeited, if any, and any other action taken. TGRA shall provide a written report to the State Gaming Representative.

(g) The Gaming Enterprise, each Gaming Operation, the Board, and TGRA shall take all reasonable steps that the self-exclusion list remains confidential except for its use by (1) appropriate law enforcement agencies, if needed in the conduct of an official investigation or if ordered by a court of competent jurisdiction; and (2) persons designated by either the Board, the Executive Director, or the State Gaming Representative for the purposes of administering and implementing the self-exclusion program.

PART 4
FINES AND PENALTIES

401. Scope

This Part addresses the assessment of civil fines.

402. Review of Notice of Violation

TGRA shall review each violation to determine whether a civil fine will be assessed, the amount of any fine, and, in the case of continuing violations, whether each daily illegal act or omission will be deemed a separate violation for purposes of the total civil fine assessed.

403. Civil Fine; Amount; Determination

(a) The Board or TGRA may assess a civil fine, not to exceed $5,000.00 per violation, against a Gaming Enterprise, Key Gaming Employee, Non-Key Gaming Employee, or any other Person for each notice of violation issued by the Board or TGRA. The Board or TGRA may consider all relevant factors, including but not limited to the severity of the violation, the Person's compliance history, and any mitigating circumstances. If noncompliance continues for more than one day, TGRA or the Board may treat each daily illegal act or omission as a separate violation.

(b) On its own initiative and based on the factors above, the Board may impose a civil fine after a hearing on any violation, even if TGRA has not assessed a civil fine.

404. Procedures for Assessment of Civil Fines

(a) Civil Fines of over $250 in the Aggregate

(1) TGRA or the Board may assess a civil fine at the time it issues a notice of violation, within seven calendar days after service of a notice of violation, or a longer period if there is good cause.

(2) If not included in the notice of violation or in a Board decision, TGRA shall serve a copy of the proposed assessment on the respondent.

(3) The respondent has seven calendar days from receipt of the notice of violation, if the civil fine is assessed therein, or from the receipt of the proposed assessment, to request a hearing in writing.

(4) The Board or TGRA may review and reassess any civil fine if necessary to consider facts that were not available when the proposed assessment was issued. If the assessment is increased, the respondent again has seven calendar days from receipt of the revised assessment to request in writing a hearing on the proposed fine.

(b) Civil Fines of under $250 in the Aggregate

(1) TGRA is authorized to issue modest civil fines, often on a daily basis, if a Person violates, or fails to fulfill an obligation under, the Gaming Code, these regulations, a written agreement, IGRA, NIGC regulations, or the Compact. Most often, such fines are assessed for failure to

provide required documentation to TGRA, generally after a Licensee has signed an agreement consenting to such fines if the documentation is not provided by a certain date.

(2) Such fines may be assessed through a notice of violation, or may be fixed in a written agreement with the Person, for example, an agreement to provide documentation by a certain date, after which the civil fine will begin being assessed.

(3) If a Person assessed a fine totaling less than $250 has not waived the right to a hearing and if there is no related proposed Fixed Suspension or revocation, the Person may request in writing a telephonic hearing before the Board under Section 807. The request must be received by TGRA no later than seven calendar days after the day the fine is assessed, or the last day on which a fine is charged if it is a daily fine.

405. Reduction or Waiver of Civil Fine

(a) Upon written request of a respondent received at any time before the filing of an appeal pursuant to Section 805 of these regulations, TGRA or the Board may reduce or waive a civil fine if TGRA or the Board determines that, taking into account exceptional factors present in a particular case, the fine is demonstrably unjust.

(b) All requests for reduction or waiver or fine shall contain:

(1) A detailed description of the violation that is the subject of the fine;

(2) A detailed recitation of the facts that support a finding that the fine is demonstrably unjust, accompanied by relevant documentation, if any; and

(3) A declaration, signed and dated by the respondent, as follows: "Under penalty of perjury, I declare that, to the best of my knowledge and belief, the representations made in this request are true and correct."

(c) TGRA, or the Board if appropriate, shall serve the respondent with a written notice of determination, including a statement of the grounds for TGRA's or the Board's decision.

(d) The Executive Director may refer the question of an assessment of a civil fine to the Board for its consideration. Upon such a reference, the Board shall hold a hearing under the processes set forth in Section 805.

406. Final Assessment

If the respondent fails to request a hearing as provided in Part 8, a proposed civil fine assessment by TGRA shall become a final order of the Board. Civil fines assessed under these regulations shall be paid by the Person assessed and shall not be treated as an operating expense of the Gaming Enterprise, Gaming Operation, or Gaming Facility, unless that entity is the party assessed with the civil fine.

PART 5
FEES

501. Scope

This Part sets forth the regulations for the imposition of fees.

502. Application, Renewal, and Investigative Fees

Anyone seeking a license or license renewal (or the Gaming Operation, by agreement between the Board and the Gaming Operation) shall pay the fees and cost assessed by TGRA and the Board in conjunction with the license or renewal license, and the associated Background Investigation. If the fees and costs are to be paid by the Applicant or Licensee, payment in full must be made before a license determination is made unless the Executive Director concludes that good cause exists for another arrangement. If an alternative payment arrangement is allowed, failure by the Applicant or Licensee to abide by that arrangement is grounds for Summary Suspension, Fixed Suspension, and/or revocation ***without*** a hearing or appeal. If the Gaming Operation is to pay the fees and costs, they shall be paid according to a schedule agreed upon by the Gaming Operation and the Executive Director.

503. Schedule of Fees

TGRA shall assess a non-refundable fee in the amount specified on the schedule of license fees, which shall be approved by the Board and posted by TGRA at least 120 calendar days before implementation. The Executive Director may prorate fees under appropriate circumstances and may later collect additional fees, up to the full cost of the relevant license (plus any Supplemental Fees assessed under Section 504), should the reason for proration later change.

504. Supplemental Fees

If the fees and costs incurred by TGRA and the Board in processing a License Application, including the Background Investigation, exceed the amount on the schedule of fees, TGRA may require an Applicant to pay supplemental fees and costs. An Applicant may request a hearing within seven calendar days of receipt of the supplemental fee assessment to dispute the amount of the assessment.

505. Final Action

Unless TGRA is responsible for a material delay or unless a payment agreement with a Gaming Operation is in place, TGRA shall not take final action to approve any License Application unless all application and background investigative fees and costs have been paid in full.

506. Accounting of Fees

Upon written request and after the background investigation is complete, TGRA shall provide to the Applicant an itemized accounting of the background investigative fees and the costs incurred.

PART 6
DECLARATORY ORDERS

601. Scope

This Part establishes procedures for the issuance of declaratory orders by the Board. A declaratory order is a determination by the Board resolving legal uncertainty regarding a matter within the Board's jurisdiction and can conclusively rule on and define the rights, duties, or obligations of a party or parties under applicable law.

602. Petition for Declaratory Order; Contents

(a) Any Person desiring the Board to issue a declaratory order regarding the applicability to that Person of any Code provision or regulation relating to gaming, or order of the Board or the Executive Director, may file a petition for declaratory order. The petition must be filed with the Executive Director along with a non-refundable filing fee in the amount of $100.00; however, upon good cause shown the filing fee may be waived by the Board. No fee shall be required if the petitioner is a Pueblo governmental agency.

(b) The petition shall state the following:

(1) The specific statutory or Code provision, regulation, rule, order, decision, or determination in question;

(2) The facts and circumstances that give rise to the request that the Board issue a declaratory order; and

(3) The precise issue to be addressed by the declaratory order.

603. Board Action on Petition

Upon receipt of a petition, the Board may request any additional information from the petitioner that it may require for the issuance of a declaratory order. Within 60 calendar days after receipt of the petition, the Board must dismiss the petition, hold a hearing, request briefing or additional information, or issue a declaratory order. The Board shall not issue a declaratory order where additional information has been requested and has not been provided. Instead, it may dismiss the petition on that basis alone. If issued, a declaratory order shall be provided to the petitioner and, if of general applicability, may be posted on the TGRA website. The Board may dismiss a petition for any reason and is not required under any circumstances to issue a declaratory order.

604. Reconsideration and Appeal

(a) If the Board denies in whole or part a petition alleging that a Board or TGRA action, regulation, rule, or similar issuance does or could violate or conflict with Pueblo law (including the Pueblo's Constitution and the Pueblo Code), the petitioner may appeal to the Pueblo Court under Section 14-1-14 of the Gaming Code, but the appeal shall be limited to alleged conflicts between the Board's declaratory order and Pueblo law.

(b) If the Board denies in whole or part a petition alleging that a Board or TGRA action, regulation, rule, or similar issuance does or could violate or conflict with IGRA or binding NIGC regulations, the Board and petitioner shall, at the request of either, confer in good faith to determine if there is a

reasonable method to obtain a definitive or substantially clarifying resolution to the issue, and if so, shall take appropriate steps to obtain such a resolution (presumably, but not necessarily, through the NIGC).

(c) If the Board denies in whole or part a petition alleging that a Board or TGRA action, regulation, rule, or similar issuance does or could violate or conflict with the Compact, the Board and the petitioner, at the request of either, shall confer, including with the Pueblo as appropriate, to determine if there is an acceptable method to resolve or clarify the alleged violation or conflict, whether through consultation with the State Gaming Representative, arbitration, or otherwise.

(d) The Board's decisions, conclusions, and interpretations in a declaratory order regarding its regulations, procedures, and actions that do not allegedly conflict with the Pueblo law, IGRA, NIGC regulations, or the Compact are final, although the petitioner may file a petition for reconsideration with the Board.

PART 7
ISSUANCE OF REGULATIONS

701. Scope

This Part establishes procedures for the issuance of regulations by the Board.

702. Publication

Where publication is required by this or any other section of the Board's regulations, unless otherwise required, the publication requirement shall be satisfied by posting the relevant notice on the TGRA website, at each Gaming Facility, at the TGRA office, and at the Pueblo's governmental headquarters. Written notice shall also be provided to the Government Affairs Office and each Gaming Operation.

703. Draft Regulation, Comment Period

At least 30 calendar days before adopting or amending any regulation, the Board shall publish notice of its proposed action on its website and notify by mail or electronic mail any interested Person who has filed an annual written request for notices of proposed action by the Board. The notice shall:

(a) describe the substance of the proposed action;

(b) state the manner in which the comments of any interested party pertaining to the proposed action may be submitted to the Board; and

(c) afford any interested party a reasonable time period of not less than 30 calendar days within which to comment on the proposed action.

704. Adoption of Final Regulations

After considering all the written comments regarding the proposed action, the Board may adopt final regulations at any time after the close of the comment period. The Board, in its discretion, may revise the proposed regulation in light of comments received from any interested party or for other reasons deemed appropriate by the Board. In addition to any other publication and notice requirements of Pueblo and federal law, the Board shall publish the final regulation on the TGRA website and transmit a copy of the final regulation to the interested persons that submitted comments on the proposed regulation and to the Pueblo's Government Affairs Office.

705. Effective Date

Unless otherwise specified, the final regulation shall take effect at the end of the next business day after the notice adopting the final regulation is published by the Board on the TGRA website.

706. Emergency Regulations

Upon making written findings, the Board may issue emergency regulations to take effect immediately in order to deal with an emergency situation, to comply with applicable law, or to avoid serious jeopardy to the public safety or integrity of gaming or Gaming Revenues. However, the Board shall publish notice and request comments from interested parties pertaining to the emergency regulations in the same manner as

provided in Sections 702 and 703, and upon consideration of any comments received, shall make any amendments to the emergency regulations as the Board deems appropriate.

707. Filing of Regulations

All final regulations adopted by the Board shall be officially filed with the Tribal Secretary and posted on the TGRA website. In addition, the current regulations shall be available for review upon request at the TGRA office.

708. Public Hearings

Nothing in these regulations shall prohibit the Board from holding a public hearing to receive oral comments pertaining to any proposed action.

PART 8
HEARINGS

801. Scope

This Part establishes procedures for hearings before the Board. The Board conducts three different types of hearings as set forth below.

(a) Regulatory hearings under Section 805 involve an enforcement action by the Board or TGRA against a Licensee or other Person within its jurisdiction, such as a hearing on a proposed license revocation by TGRA or denial of a License Application. The specific processes for regulatory hearings are set out in Section 805. For civil fines of less than $250 or at the request of or with the consent of the respondent, a telephonic hearing under Section 807 will be held.

(b) Adjudicative hearings under Section 806 involve disputes between third parties, such as a dispute between a Patron and a Gaming Operation over the Patron disputes within the Board's jurisdiction under the Code.

(c) Public hearings involve Board matters that are of general public interest, such as promulgation of regulations.

Adjudicative and regulatory hearings are "contested matters" for purposes of these regulations. Public hearings are not "contested matters." The procedures for each are set out below. It is the nature of the dispute (regulatory as opposed to adjudicative) that determines whether a hearing will proceed under Section 805 or Section 806. If a Person requesting a hearing is unclear on the designation of a particular matter, an inquiry should be made to TGRA early in the process. The Board may, with notice to interested parties, specify the procedures to be used for a particular matter and modify the procedures to accommodate unusual or unanticipated circumstances.

802. Hearings

Whenever any provision in the Gaming Code, a regulation, other applicable law, or the Compact provides for a hearing on any action or proposed action of TGRA or the Board and a hearing is requested or required in accordance with that provision, the Board shall schedule a hearing within the time allowed or, if no time is set, a reasonable time. Once a hearing is requested or scheduled, the Board shall give written notice to all interested parties of the time and place of the hearing and of the particular matter to be heard. Except in extraordinary situations, by consent of all parties, or as provided by applicable law, no hearing shall be held less than seven calendar days after the written notice is given. If a Licensee or Applicant requests that a hearing be rescheduled, the Board may grant or deny the request in its sole discretion after considering the circumstances. If a hearing is rescheduled upon such a request, the Licensee or Applicant waives any claim that the hearing is not held within any prescribed time.

803. Delegation to Hear Matter

Two or more members of the Board may hear a matter as the Board. Alternatively, the Board may delegate authority to hear a specific contested matter to a member of the Board or to a hearing officer selected by the Board (which shall not be the Executive Director). However, the ruling or decision shall be subject to reconsideration by the full Board upon the request of any member of the Board, whether on the member's own initiative or in response to a request by any party. Such reconsideration, if granted, shall be on the record developed in the original proceeding, although the full Board may order additional proceedings. In

the absence of any delegation of authority, a quorum of the full Board shall hear a matter. The Board shall not delegate authority to a hearing officer if the person has an actual or perceived conflict of interest that, in the Board's sole discretion, would subvert the goal of impartial proceedings. The Board may delegate authority to one of its members or to the Executive Director to preside at a public hearing under Section 811.

804. Hearing Procedures Generally—Contested Matters

(a) Contested matter hearings under Section 805 or 806 shall be conducted in a semi-formal manner. The process is intended to be flexible to allow the Board to tailor the proceedings, including pre- and post-hearing activities, to provide a fair and efficient forum. However, the Board may adopt a general procedural template for hearings to encourage consistency from one hearing to the next to the extent appropriate.

(b) Unless otherwise ordered by the Board or hearing officer, contested matter hearings are not open to the general public. Generally, only parties (including TGRA staff for regulatory hearings), their counsel and Board counsel, and experts will be present throughout the proceeding. Unless otherwise allowed by the Board or hearing officer, fact witnesses called by any party or the Board will be present only when testifying.

(c) The Board or duly authorized hearing officer shall not apply strict evidentiary standards but shall use its discretion to assure that the evidence submitted is relevant, material, and reasonably trustworthy.

(d) All testimony shall be given under oath, and no person shall be allowed to provide testimony without being subject to cross-examination by any adverse party and the Board or hearing officer.

(e) A party, including TGRA, may be represented by counsel. Counsel must enter an appearance in a form prescribed by the Executive Director. Written requests to withdraw as counsel may be granted by the Board. The Board may use counsel or other experts as it may deem necessary to aid in any proceeding or in the evaluation of the evidence or arguments.

(f) Motion practice is generally unnecessary. Scheduling changes are generally handled through an informal request to TGRA, and no motion is required unless required by the Board through the Executive Director. Scheduling and other motions are to be filed with the TGRA Executive Director and, for proceedings under Section 806, served on the other party. A response to any motion shall be filed within fourteen calendar days of the latest receipt of the motion by an adverse party (whether TGRA or any other party) unless a different time is allowed by the Board.

(g) In all hearings and in disclosures of information in relation to contested matters, the Board and TGRA shall maintain the confidentiality of information as required by the Pueblo Code (§ 14-1-6(D)(2)), IGRA, NIGC regulations (e.g., 25 C.F.R. § 556.4(c)), other applicable law, and the Compact (e.g., § 4(F)(2)(e)).

805. Regulatory Hearings

(a) Regulatory proceedings involve issues in which TGRA has taken or proposes to take a regulatory action under the Gaming Code, regulations, or policies. While most often License Actions by TGRA alleging that a person has violated these regulations, the Gaming Code, or other applicable standards, a regulatory hearing may address other issues, such as a license denial or a Gaming Enterprise challenge to TICS promulgated by the Executive Director.

(b) TGRA is the investigative and administrative arm of the Board, and will generally conduct the investigation and present evidence at the hearing unless the Board concludes that TGRA cannot conduct an impartial and independent investigation.

(c) TGRA shall provide a Hearing Request Form either with the notice of violation issued under Section 303 or within 14 calendar days thereafter, seven calendar days if a Summary Suspension is imposed. The Licensee, Applicant, or other party shall return the form within the time stated in the form, which shall not be less than seven calendar days after service of the Hearing Request Form is deemed complete. Failure to return the Hearing Request Form by the deadline established by the Executive Director shall be deemed a waiver of a hearing. Through internal procedures, TGRA may assess the nature and likely complexity of the hearing and provide a Hearing Request form tailored to the circumstances.

(d) If a License Action is based in whole or part on records for which federal regulations or other applicable law requires an opportunity for the Applicant or Licensee to review and then attempt to correct or supplement those records before a license denial, Fixed Suspension, or revocation decision becomes final, TGRA shall again advise the Applicant or Licensee of that right no later than when the Hearing Request Form is provided to the Applicant or Licensee.

(1) The Applicant or Licensee shall be given a reasonable opportunity to review the relevant records before a response to the Hearing Request Form is required, and the Executive Director should reasonably extend the Hearing Request Form response deadline to allow for such review, but not for more than fourteen calendar days. Failure by an Applicant or Licensee to arrange for and review the records within that time, including any extension granted by the Executive Director, shall be deemed a waiver of the right to review the records.

(2) If the Applicant or Licensee reviews the relevant records and does not choose to undertake the process to correct or supplement the records, the Applicant or Licensee shall complete the Hearing Request Form within the time allowed or waive a hearing before the Board. A decision by an Applicant or Licensee not to pursue the federal or other process for correction or supplementation of relevant records does not preclude the person's ability to argue to the Board that those records are incorrect or incomplete during a hearing.

(3) However, if the Applicant or Licensee states on a form provided by TGRA signed under penalty of perjury that the Applicant or Licensee (1) believes that the relevant records are erroneous and/or incomplete, and (2) chooses to pursue the relevant federal or other process to attempt to correct or supplement the relevant records, the Applicant or Licensee may elect to:

(i) Obtain an extension of the time to respond to the Hearing Request Form while pursuing the process to correct or supplement the relevant records. The extension

shall be automatic and shall extend until the date that is fourteen calendar days after the Applicant or Licensee receives from the federal or other agency a final determination on the effort to correct or supplement the relevant records. The Applicant or Licensee must notify TGRA of that determination and must complete the Request for Hearing Form within that fourteen-day period or waive the right to a hearing before the Board. The Applicant or Licensee must also respond to periodic inquiries from TGRA regarding the status of the correction or supplementation process. Failure to do so within fourteen days of service of such an inquiry will also be deemed as a waiver of a hearing before the Board.

(ii) Move forward with a hearing before the Board without waiting for the completion of the federal or other process to correct or supplement the relevant records. The Applicant or Licensee can present to the Board at the hearing any evidence or argument intended to show that the relevant records are incomplete or incorrect.

(iii) Waive a hearing before the Board, in which case the proposed license action will become final regardless of the results of the federal or other process to correct or supplement the relevant records.

Regardless of the option chosen by the Applicant or Licensee, the proposed license action (e.g., denial, Fixed Suspension, or revocation) shall be and remain in effect until either reversed by the Board or rescinded by the Executive Director, unless otherwise stated in writing by the Executive Director for good cause.

(e) The Board or hearing officer shall set a hearing date if a hearing is requested. TGRA shall provide notice of the hearing date as directed by the Board or hearing officer.

(f) The Board (or hearing officer, if appointed), in consultation with TGRA as appropriate, may establish a pre-hearing schedule based on its assessment of the complexity of the issues involved, the evidence to be presented, the requirements of fairness and due process, and any other factors known to the Board.

(1) For example, the pre-hearing schedule may include, at the discretion of the Board or hearing officer and as appropriate:

(i) the date by which subpoenas must be requested by the Licensee or Applicant;
(ii) the date(s) by which specified records, demonstrative evidence, and similar evidence anticipated to be introduced or used at the hearing must be provided by or to TGRA, or by which access to confidential information must be provided if it is not ordered to be produced;
(iii) the date(s) by which a list of witnesses anticipated to be used at the hearing must be provided by or to TGRA; and
(iv) a schedule for any pre-hearing briefing.

(2) Note that the majority of hearings conducted by the Board are not complex and do not include a pre-hearing schedule. In these instances, TGRA will attempt to work cooperatively to ensure that any questions the Licensee, Applicant, or other party may have are answered and establish a date by which any subpoena requests by the Licensee, Applicant, or other party must be submitted to TGRA for consideration by the Board or

hearing officer. TGRA may provide reasonable assistance to a party to identify unknown witnesses.

(3) In the rare instances in which a hearing is anticipated to be unusually complex, and particularly if the Licensee, Applicant, or other party is represented by counsel, the Board or hearing officer may require that the Licensee, Applicant, or other party and TGRA submit to the Board and each other party a Preliminary Pre-Hearing Statement addressing matters requested. The statement will generally be required to include:

(i) If the hearing will address a Summary Suspension, the alleged violator must expressly state whether he wishes to proceed on an expedited schedule that will result in a hearing within 30 calendar days of the notice of violation. Such a schedule places greater demands on the alleged violator and on the Board, and may limit the availability of pre-hearing briefing, available witnesses, and other evidence.

(ii) The names or descriptions of any witnesses the Person plans on calling at the hearing, including those who must be subpoenaed by the Board. If a Person does not know the name of a witness, the party must provide as much information as possible. TGRA may provide reasonable assistance to a party to identify unknown witnesses.

(iii) A list of any documents or other evidence the party is requesting from the Board or TGRA or needs to subpoena from a non-party, including the Gaming Operation.

(iv) Any other issues, concerns, or matters that the party wishes the Board to consider in setting a pre-hearing schedule and in conducting the hearing. For example, a party might wish to suggest pre-hearing briefing on a particular topic.

After the Preliminary Pre-Hearing Statements are received in a complex matter, the Board or hearing officer will issue a schedule setting forth the schedule up to and including the hearing. If the alleged violator has consented or the Board or the hearing officer believes more time is necessary to accommodate the pre-hearing events, it may reschedule any scheduled hearing to a later date. Parties are expected to provide copies of relevant, non-protected documents and other evidence to another party upon reasonable request, but the Board's subpoena power remains available if appropriate. The schedule generally will establish the final date subpoena requests will be accepted and the date on which a final witness list and copies of all exhibits to be used at the hearing must be provided by TGRA and the alleged violator. Both the alleged violator and TGRA will generally be expected to show cause why a witness not included on the party's Preliminary Pre-Hearing Statement was not included and nevertheless should be allowed to testify. It will also list any TGRA representative(s) scheduled to be at the hearing. The schedule generally will also set the order of presentation at the hearing, although TGRA generally will proceed first.

(g) Unless the Board or hearing officer orders otherwise, the Executive Director shall allow all parties to review in the TGRA office non-confidential portions of any investigation report prepared by TGRA regarding the matter to be heard and other non-confidential materials that TGRA intends to present at the hearing. Copies of such materials may be provided to the parties at the discretion of the Executive Director or by order of the Board upon motion, subject to adequate protections for any material that is produced. To that point, the Board or the Executive Director, including at the request of a party, may require that each party and other persons needing to review confidential or proprietary materials sign a non-disclosure agreement before reviewing or receiving those

materials. If necessary under the circumstances, TGRA may make appropriate redactions either before showing materials to a party, providing copies to a party, or both.

(h) At the hearing, the standard of proof is preponderance of the evidence. Hearings will generally follow the provisions of Section 804 above. A hearing may be continued by the Board or hearing officer, at its discretion, and resumed on a later date if deemed necessary to provide a fair hearing.

(i) After a hearing, if any, the Board or hearing officer may allow or order appropriate post-hearing proceedings, including the submission of additional testimony, evidence, or briefing to be offered before rendering a decision on the merits.

(j) In Summary Suspension cases, the Board or hearing officer may lift the Summary Suspension after all evidence has been presented at the hearing.

(k) After the Board takes final action, any party may appeal to the Pueblo Court under Section 810. In regulatory proceedings, the Board is a party in the appeal. The Pueblo Court sits as an appellate body to review the regulatory decision of the Board on the record created before the Board, but the Board also appears in the appeal as the appellee.

806. Adjudicative Hearings

(a) Adjudicative proceedings involve a dispute between or among third parties arising under the Gaming Code or these regulations. While a Gaming Operation may often be a party, that need not be the case.

(b) By order of the Board or hearing officer, TGRA may conduct an independent investigation of any matter arising under this Section. It must, however, do so in a patron dispute arising under Section 14-1-9 of the Gaming Code. TGRA shall prepare a written report of any investigation it completes.

(c) Upon becoming aware of a dispute between two parties subject to the Board's jurisdiction, the Executive Director (or the Executive Director's designee) may contact the parties to see if a resolution between the parties is possible without a hearing before the Board.

(d) If either party requests a hearing, the Executive Director (or the Executive Director's designee) shall make a preliminary determination regarding the complexity of the matter and the hearing. In consultation with the Executive Director, the Board or hearing officer (if appointed) shall determine how to proceed with scheduling a hearing and any pre-hearing activities.

(e) TGRA, in consultation with the Board or hearing officer, shall inform the parties of the hearing date if a hearing is requested.

(f) The Board (or hearing officer, if appointed), in consultation with TGRA, may establish a pre-hearing schedule based on its assessment of the complexity of the issues involved, the evidence to be presented, the requirements of fairness and due process, and any other factors known to the Board.

(1) The pre-hearing schedule may include, at the discretion of the Board or hearing officer and as appropriate:

(i) the date by which subpoenas must be requested by the Licensee, Applicant, or other party;
(ii) the date(s) by which specified records, demonstrative evidence, and similar evidence anticipated to be introduced or used at the hearing must be provided by or to TGRA;
(iii) the date(s) by which a list of witnesses anticipated to be used at the hearing must be provided by or to TGRA; and
(iv) a schedule for any pre-hearing briefing.

(2) Note that many of the adjudicative hearings conducted by the Board are not complex and do not require a pre-hearing schedule. In these instances, TGRA will attempt to work cooperatively to ensure that any questions the parties may have are answered and establish a date by which any subpoena requests by the parties must be submitted. TGRA may provide reasonable assistance to a party to identify unknown witnesses.

(3) In the rare instances in which a hearing is anticipated to be unusually complex, and particularly if one or more parties are represented by counsel, the Board or hearing officer may require that the parties submit to the Board and each other party a Preliminary Pre-Hearing Statement addressing matters requested. The statement will generally be required to include:

(i) The names or descriptions of any witnesses the party plans on calling at the hearing, including those who must be subpoenaed by the Board. If a party does not know the name of a witness, the party must provide as much information as possible. TGRA may provide reasonable assistance to a party to identify unknown witnesses.
(ii) A list of any documents or other evidence the party is requesting from another party or needs to subpoena from a non-party, including the Gaming Operation.
(iii) Any other issues, concerns, or matters that the party wishes the Board to consider in setting a pre-hearing schedule and in conducting the hearing. For example, a party might wish to suggest pre-hearing briefing on a particular topic.

After the Preliminary Pre-Hearing Statements are received in a complex matter, the Board or hearing officer will issue a schedule setting forth the schedule up to and including the hearing. If the parties consent or the Board or the hearing officer believes more time is necessary to accommodate the pre-hearing schedule, it may reschedule any scheduled hearing to a later date. Parties are expected to provide copies of relevant, non-protected documents and other evidence to another party upon reasonable request, but the Board's subpoena power remains available if appropriate. The schedule generally will establish the final date subpoena requests will be accepted and the date on which a final witness list and copies of all exhibits to be used at the hearing must be provided by the parties. The parties will generally be expected to show cause why a witness not included on the party's Preliminary Pre-Hearing Statement was not included and nevertheless should be allowed to testify. It will also list any TGRA representative(s) scheduled to be at the hearing. The schedule generally will also set the order of presentation at the hearing.

(g) Unless the Board or hearing officer orders otherwise, the Executive Director shall allow all parties to review in the TGRA office non-confidential portions of any investigation report prepared by TGRA regarding the matter to be heard and other non-confidential materials that TGRA intends to present at the hearing. Copies of such materials may be provided to the parties at the discretion of the

Executive Director or by order of the Board upon motion, subject to adequate protections for any material that is produced. To that point, the Board or the Executive Director, including at the request of a party, may require that each party and other persons needing to review confidential or proprietary materials sign a non-disclosure agreement before reviewing or receiving those materials. If necessary under the circumstances, TGRA may make appropriate redactions either before showing materials to a party, providing copies to a party, or both.

(h) At the hearing, the standard of proof is preponderance of the evidence. Hearings will generally follow the provisions of Section 804 above. A hearing may be continued by the Board or hearing officer, at its discretion, and resumed on a later date if deemed necessary to provide a fair hearing.

(i) At the hearing, generally the party who requests the hearing will go first with its witnesses, the other part(ies) will then follow, with a return to the first party for any rebuttal. TGRA may also present evidence and testimony if the Board or hearing officer so allows.

(j) After a hearing, if any, the Board or hearing officer may allow or order appropriate post-hearing proceedings, including the submission of additional testimony, evidence, or briefing to be offered before rendering a decision on the merits.

(k) After the Board takes final action, any party may appeal to the Pueblo Court if allowed under the Gaming Code and Section 810. In adjudicative proceedings, the Board is not a party in the appeal.

807. Telephonic Hearings

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

(a) The Board or hearing officer will ensure that records deemed relevant and not confidential are available to all parties before the hearing. Electronic distribution of records is preferred when possible.

(b) The teleconference will be informal, with the Board or hearing officer determining the order and manner of the presentation.

(c) A decision may be rendered orally by the Board or hearing officer during the hearing but regardless a written decision shall be rendered by the Board or hearing officer as provided in Section 809.

808. Subpoenas

When allowed under the Gaming Code and these regulations, any party to a contested matter may request that the Board or Executive Director subpoena witnesses within the Board's jurisdiction, or documents or other tangible things in the possession of a Person within the Board's jurisdiction. Each request shall state the nature of the testimony or information to be sought from the Person subpoenaed and the relevance to the contested matter. To the extent known, the Person's address, phone number, title (if any), and other identifying information must be included. The Board, hearing officer, or Executive Director may decline to issue a subpoena if the testimony or information sought is irrelevant, duplicative, private, proprietary, or privileged, or if the Person is beyond the Board's jurisdiction. (The Board, hearing officer, or Executive Director may issue an extra-jurisdictional subpoena, but seeking enforcement of the subpoena is the responsibility of the party requesting it.) The requested subpoena may be modified by the Board, hearing officer, or Executive Director if it is overbroad, unduly burdensome, or otherwise inappropriate or unnecessary. A request for a subpoena must be received by the deadline established by the Board, hearing officer, or Executive Director. In regulatory hearings, the Executive Director may issue subpoenas sought by TGRA only at the direction of the Board or hearing officer but may not decline to issue or modify a subpoena request from the Applicant or Licensee except at the direction of the Board or hearing officer. TGRA has no responsibility or obligation to serve a subpoena it issues.

809. Decision

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

810. Pueblo Court Review

Unless otherwise expressly stated in the Gaming Code or herein, any party aggrieved by a final decision of the Board may appeal that decision to the Pueblo Court pursuant to Section 14-1-14 of the Gaming Code, by filing a written notice of appeal with the clerk of the Pueblo Court, and serving a copy thereof on the Board and all other interested parties, no later than fourteen calendar days from the date of the Board's final action.

811. Public Hearings

The Board may also hold public hearings to address matters of general public interest. Such hearings should be held after reasonable general notice to potentially interested Persons and in a fair and open manner.

PART 9
CONFLICT OF INTEREST

901. Scope

This Part establishes guidelines for preventing conflicts of interest.

902. Prohibitions on Giving Items of Value

Within a calendar year, no Licensee or Applicant for a license shall give any thing or things exceeding $250 in value to any Board member or TGRA employee, or to any agent/contractor of the Board or TGRA. This Section does not apply to meals, food, or other items of significance in Pueblo culture. It also does not apply to social activities that historically or currently are of significance in Pueblo culture. A Licensee or Applicant may consult with TGRA if the propriety under this Section of any gift is uncertain.

PART 10
LICENSING

1001. Scope

This Part governs the evaluation of all License Applications under the Gaming Code.

1002. Revocable Privilege

(a) Any license that is issued by authority of the Board is a revocable privilege and no Person holding a license shall be deemed to have acquired any vested rights therein or thereunder.

(b) The burden of proving the Applicant's suitability to hold any license is at all times on the Applicant. An Applicant accepts any and all risk of adverse public notice, embarrassment, criticism, or other action or financial loss that may result from the License Application process. By making the licensing process available to Applicants for, and to recipients of, licenses, the Board does not intend either to create any cause of action or to waive its sovereign immunity unless expressly stated in the Gaming Code or these regulations.

(c) A License Application shall constitute a request to TGRA for a decision upon the Applicant's general suitability, character, integrity, and ability to participate or engage in, or be associated with, Gaming Activity in the manner or position sought by the Applicant. By filing a License Application with TGRA, the Applicant specifically consents to the making of that decision by the Board and TGRA.

(d) A License Application shall constitute an express agreement to the Pueblo's jurisdiction generally and to that of the Board and TGRA specifically, and shall also constitute express consent to be governed by Pueblo law.

1003. License Requirement: Gaming Employees

(a) Any Person who will be retained by a Gaming Operation in a Gaming Employee position shall, prior to beginning in such a position or receiving any compensation for such a position, be required to hold a current and valid temporary or Permanent license issued in accordance with these regulations.

(b) A Gaming Operation shall not retain a Key Gaming Employee who does not hold a Permanent license within 90 days of the date of hire.

(c) Classification of Gaming Employees

(1) Purpose. In some instances in the past, the distinctions between Key Gaming Employees and Non-Key Gaming Employees, and between Gaming Employees and Non-Gaming Employees, have caused confusion. Those distinctions have evolved over time based on position-by-position assessments. The factors considered in those assessments are too complex to define in these regulations in a manner that would provide certain results as new positions are created. Moreover, the Pueblo Council, in enacting the Gaming Code amendments in 2013, placed a restriction on the discretion of the Board in classifying positions that must be licensed, stating that "categories of employees, such as beverage servers, barbacks, and similar employees, whose exposure to the Gaming Activity in such areas is limited and who are not licensed by the Board as of September 1, 2013 will not be

licensed under this chapter unless at the express direction of the Pueblo Council." Accordingly, this subsection (c) provides a mechanism for continued evaluation of each position as it is created for classification as a Key Gaming Employee, Non-Key Gaming Employee, or Non-Gaming Employee position and for maintaining a definitive listing of those classifications in a schedule published by the Board and updated on a periodic basis.

(2) Classifications by Position Title. The Board shall maintain a schedule listing each position title and its classification for licensing and other regulatory purposes. The schedule shall be available on the TGRA website and shall be provided promptly to each Gaming Enterprise and Gaming Operation. As stated throughout these regulations and consistent with this Section, a Person holding a position that qualifies as a Gaming Employee position under applicable law is a Gaming Employee regardless of the person's legal relationship with the Gaming Operation, specifically including independent contractors and their employees. This means that a contractor, or an employee or agent of a contractor, may be required to go through the licensing process, including the appropriate Background Investigation, before assuming responsibilities to a Gaming Operation.

(3) As new position titles are created, and as position descriptions are amended, by a Gaming Enterprise or Gaming Operation, the Executive Director has the authority to make an interim determination of the classification of the new position pending formal action by the Board to add the position to the schedule in accordance with 1003(c)(2). The Executive Director shall promptly notify each Gaming Enterprise and Gaming Operation of the interim classification, which shall be effective and not subject to review until the Board updates the schedule under paragraph (4). The Board shall, at least annually, review the interim classifications made by the Executive Director under paragraph (3) and make final classification determinations pursuant to the Gaming Code and these regulations, and update the classifications schedule.

(4) Each Gaming Enterprise and Gaming Operation, as appropriate, shall provide position descriptions to TGRA, including any information needed by TGRA to prepare the schedule and otherwise carry out its responsibilities.

(d) Any Licensee who does not have a current, active license in good standing may not conduct any action or hold any status or position for which a license is required under applicable law. While a Gaming Enterprise may continue to retain a Person whose license has been suspended or revoked, or whose license has expired, a Gaming Enterprise shall not knowingly allow such a Person to perform any function requiring a license unless and until that Person is licensed in good standing. A Licensee (e.g., a supervisor or manager) who knowingly permits such a Person to perform work requiring a license shall be subject to a License Action on that basis alone. "Knowingly" for the purpose of this subsection means that the Licensee, whether a Gaming Enterprise or supervisor, has been given written notice by TGRA that the Person's license either has expired or has been suspended or revoked.

1004. Classification of Licenses

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

(a) Gaming License. A Gaming License is required of natural persons as prescribed by the Gaming Code and these regulations, and are issued in the following subcategories:

(1) A Primary Management Official License is required for any Person retained by a Gaming Enterprise or Gaming Operation who meets the definition of a Primary Management Official in 25 C.F.R. § 502.19(a)-(d).

(2) A Key Gaming Employee License is required for any Person retained as a Key Gaming Employee who is not required to have a Primary Management Official License.

(3) A Non-Key Gaming Employee License is required for any Person retained as a Gaming Employee but not as a Key Gaming Employee.

(4) A Primary Management Official Gaming License is required for each Board member and any Person retained by TGRA or otherwise under the authority of the Board in any capacity involving the regulation of any Gaming Activity or access to sensitive information involving any Gaming Activity.

(5) A Primary Management Official Gaming License is required for each member of the board of directors or similar body of a Gaming Enterprise, Gaming Operation, or Gaming Facility.

(b) A Management Contractor License is required for any Person managing all or part of a Gaming Enterprise under a Management Contract, or between a Management Contractor and subcontractor.

(c) A Gaming Facility License is required for a Gaming Enterprise or Gaming Operation to conduct Gaming at a Gaming Facility.

(d) Contractor License. Contractor licenses are required of certain Persons conducting business with a Gaming Enterprise, Gaming Operation, or Management Contractor if their relevant receipts do, or are reasonably expected to, exceed $10,000 in a calendar year as provided in the Gaming Code and these regulations. Contractor licenses are issued in the following subcategories:

(1) A Gaming-Related Contractor License is required for any Person providing goods or services under a Gaming-Related Contract, including individual Persons who both (1) are employed or retained by the Gaming-Related Contractor and (2) will have access by any means to Gaming Devices, Gaming Equipment, Gaming Systems, Gaming Revenues, or any Sensitive Areas, or to sensitive information regarding any of the aforementioned.

(2) A Non-Gaming Contractor License is required for any Person providing goods or services under a Non-Gaming Contract.

(3) A Construction Contractor's License is required for any Person providing construction services to the Pueblo or to a Gaming Enterprise, Gaming Operation, or Management Contractor which are not directly related to a Gaming Activity but which are for use or consumption by a Gaming Operation, at a Gaming Facility, or significantly by patrons of a Gaming Facility.

(e) A Special Gaming License may be granted to any Person that TGRA determines must be licensed under Gaming Code Section 14-1-5A(7) to protect the integrity of gaming but does not fit within any of the license types listed above.

(f) Work Sharing and Cross-Training

To promote efficiency and to address understaffing issues, a Gaming Operation may cross-train Gaming Employees so that they may work in multiple gaming areas subject to the requirements and limitations of this subsection.

(1) Gaming Employee Licensees may not Work Share/Cross-Train in a gaming position that is above their current gaming license level. In other words, Non-Key Gaming Employee License holders may not Work Share/Cross-Train into a Key or PMO License level position, and Key license holders may not Work Share/Cross-Train into a PMO license level position. Of course, licensees are allowed to work in same-level and lower-level gaming positions and may apply for a higher-level license.

(2) Work sharing must be implemented in a manner that maintains adherence to internal controls and applicable law. As examples, PMO Licensees who are work sharing in a lower-level license position cannot approve their own signed documents, and PMO Supervisors assigned to a lower license level position cannot also supervise the same gaming area during the same gaming day.

(3) Gaming Licensees may not Work Share/Cross-Train into unclassified gaming positions (which do not include positions outside license classification requirements). If a new gaming position is needed, the Gaming Operation shall follow the current job position classification process outlined in the relevant section above.

(4) Each Work Share/Cross-Trained Gaming Employee must complete documented training for the gaming area, including relevant internal controls, before beginning work in the new area. That documentation must be included in the person's personnel file and must be made available for inspection in accordance to LGCB Regulations Section 1110.

(5) If any amendments have been made since the previous reported list, a list of Gaming Licensees who are assigned to Work Share/Cross-Training positions or are transferred into a different Primary Position must be provided to TGRA by the close of business on the last business day each week that includes, but is not limited to, the following information:

(i) Name of Gaming Employee,
(ii) Current Primary Position,
(iii) Work Share/Cross-Training position(s) assigned, and
(iv) Attestation to the completed Documented Training for each Work Share/Cross-Training area.

(6) Gaming Employees in the following departments may not work in any other department without the express prior written approval of the Executive Director:

(i) Surveillance, or
(ii) Security.

(g) Exemptions from License Requirement

TGRA may issue an exemption regarding Persons otherwise required to have a Non-Gaming Contractor License or a Construction Contractor License.

(1) Any exemption is issued to the Gaming Operation and exempts it from the prohibition on doing business with a Person otherwise requiring a license. An exemption also relieves the Person from the requirement to have a license. Such exemptions may be granted by TGRA with or without a request from the Contractor or the Gaming Operation. However, if TGRA determines that the determination of a Contractor's potential exemption may be involved factually or otherwise, TGRA may require that the Gaming Operation request an exemption on forms prescribed by TGRA.

(2) TGRA may request from the Gaming Operation any information deemed necessary to assess the request for an exemption. As an alternative and in its discretion, TGRA may request such information directly from the Person seeking the exemption.

(3) TGRA may assess a reasonable fee when making a determination regarding a request for exemption, including research and staff costs.

(4) Unless indicated otherwise by TGRA when granting an exemption, an exemption shall have a duration of one year.

(5) Exemptions are granted at the sole discretion of TGRA under the authority of the Board. Denials of exemption requests are subject to hearing by the Board under Section 8.

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

(i) Corporations that are publicly traded on a recognized stock exchange with annual gross revenue of more than $50 million;
(ii) National or regional chains having ten or more locations in at least five states;
(iii) Public utilities and communications companies (including cooperatives) whose rates charged to the Gaming Operation are set by tariff or other schedule approved by an independent regulatory entity;
(iv) National delivery services, including the United States Post Office, United Parcel Service, Fed Ex, and similar entities;
(v) Entities wholly owned by Pueblo members if the goods and services provided to all Gaming Operations is reasonably anticipated to be less than $50,000 in a calendar year;
(vi) Entertainers and other similar Persons retained, directly or indirectly, by a Gaming Operation to perform on a one-time basis or infrequently for an event of limited duration;
(vii) Transportation companies retained by a Gaming Operation or Gaming Enterprise to provide service to Patrons at a fixed rate;

(viii) Print, broadcast, internet, satellite, and cable media, including newspapers, magazines, and radio and television stations from which only the physical media or electronic content is purchased;

(ix) Advertising media, including print publications, broadcast, internet, cable, satellite, and cellular, whose advertising rates are fixed by schedule (even if subject to discounts for volume or otherwise), provided, however, that a license exemption does not relieve the Gaming Operation from obtaining approval of any promotion contained within any advertising, and provided that advertising agencies, advertising brokers, and similar entities are expressly not subject to exemption under this subparagraph (ix).

(x) The United States, the State of New Mexico, and the Pueblo of Laguna, each as the recipient of payments from Gaming Revenues as required by applicable law, the Compact, or agreement.

(xi) Trade or Interest Group Associations that are registered with a tribal, state or federal government (e.g., the National Indian Gaming Association).

(xii) Non-profit organizations registered with a tribal, state or national government and which must regularly report their financial condition publicly.

(xiii) Commercial airlines, Amtrak, and other regulated public carriers.

(xiv) Internet merchants who sell standard retail products at generally available prices, provided that purchases are subject to a Gaming Operation protocol intended to identify competitive prices.

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

(i) It provides only standardized goods at published prices, notwithstanding any volume discounts;

(ii) It does not provide tangible or intangible items of value to the individual placing an order (e.g., gift cards, coupons).

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

(i) on-site work in or near a Sensitive Area, or

(ii) any work that provides access to Gaming Devices, Gaming Equipment, or Gaming Systems.

(h) <u>Pre-Screening</u>

Because of the $10,000 floor for contractor licenses, there was some confusion about how to deal with contractors who might or might not exceed that floor in a calendar year. Both the Gaming Enterprise and contractors faced uncertainty, and possibly an interruption in their contractual relationship, when the licensing threshold was approached. To address this situation, TGRA now has a "Pre-Screening" process whereby all contractors receive a less-involved background check for which they pay a nominal fee (unless waived by TGRA in the Executive Director's discretion). The Pre-Screening process is intended to expedite the licensing process if the threshold is reached, and contractors must comply with the Pre-Screening process as implemented by TGRA.

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(i) Valet Personnel

Valet personnel directly serving patrons of a Gaming Facility have historically been licensed as Key Gaming Employees because the definition of that term in Section 14-1-2 of the Code states in part: "All valet personnel shall also be considered Key Gaming Employees unless expressly excluded by the Board by regulation or order." The Board has concluded expressly that valet personnel need not be licensed as Key Gaming Employees to protect the integrity of gaming so long as the Gaming Enterprise ensures that:

(1) All valet personnel must go through a background check performed by TGRA under the MOU between the Gaming Enterprise and TGRA under § 14-1-6(K) of the Code, if such an MOU is in place, or if not, through an alternative background check process approved in writing in advance by TGRA.

(2) All valet personnel must be insured by the Gaming Enterprise's insurer, including for any loss of or damage to a Gaming Facility patron's vehicle, in an amount equal to or greater than that required by the Compact in force (e.g., Section 8 of the 2015 Compact).

(3) All valet personnel must be legally eligible to operate a vehicle on Pueblo lands (e.g., they must have valid driver's licenses, must be of sufficient age, etc.)

(j) Multiple Gaming Licenses

In general, a natural person may not receive or hold a Gaming License issued by the Board while also holding one or more gaming licenses from other jurisdictions (tribal or otherwise), especially if the other jurisdiction(s) is in New Mexico. Exceptions may and shall be made by the Executive Director if the Executive Director is satisfied that confidentiality and conflict of interest issues pose no or very little risk to the integrity of gaming on Pueblo lands. Such exceptions are particularly likely:

(1) for Gaming Enterprise board members, who are appointed by the Pueblo Council and whose employment may well be in another state, where they may be licensed by a tribe or that state, or who, for example, may serve on tribal enterprise boards in multiple states;

(2) for Gaming Enterprise board members and certain employees (including board members or employees of subsidiaries, affiliates, joint ventures, or other related entities of a Gaming Enterprise, as well as employees providing shared services or operational support across jurisdictions) who are required to obtain a gaming license in another state solely as a result of Gaming Enterprise business activities conducted in that jurisdiction (whether on Indian or non-Indian land), such as the ownership, management, or operation of a gaming facility in another state ; or

(3) for an Applicant who is in the process of obtaining a license from TGRA because the Applicant is in the process of changing employment from a gaming facility in another jurisdiction to a Pueblo Gaming Facility. Such employment transitions are generally to be addressed as follows to ensure that the Applicant relinquishes the prior gaming license from another jurisdiction before beginning employment at a Pueblo Gaming Facility, although the Board recognizes that unique circumstances may require the Executive Director to exercise discretion to account for different situations. Generally, once TGRA determines that an Applicant is eligible for a Gaming License (but for holding the prior

license(s) from one or more other jurisdictions), TGRA will inform the Applicant that a Gaming License will be issued once the Applicant complies with this subparagraph (3) unless there is an intervening disqualifying event (for example, a felony arrest and subsequent conviction). Such an Applicant may be required to fill out a form, under penalty of perjury, stating that the Applicant will relinquish the prior gaming license(s) prior to receiving a Pueblo Gaming License and prior to beginning work at a Pueblo Gaming Facility. Generally, TGRA is able to verify relinquishment quickly through other gaming commissions. If there is a delay in TGRA receiving confirmation that an Applicant has in fact relinquished a prior gaming license and that delay would affect an Applicant's start date at a Pueblo Gaming Facility, the Executive Director has the discretion to grant a temporary Pueblo Gaming License until confirmation from the other jurisdiction(s) is received. In that event, the Applicant generally will be required to fill out a second form, also under penalty of perjury, stating that, as of that date, the Applicant is no longer in possession of a gaming license from another jurisdiction and will no longer work under that gaming license. The penalties assessed or otherwise pursued by TGRA for an Applicant's failure to be truthful on such form(s) should be strong enough to deter future untruthfulness by other applicants and the Applicant should be aware that license revocation is a likely outcome if the prior gaming license was not, in fact, relinquished, contrary to the Applicant's signed statement. Civil fines may also be imposed.

On the other hand, exceptions shall not be made if the Applicant obtains or will continue to hold a gaming license from another jurisdiction within the boundaries of New Mexico unless approved by the Board upon notice from the Executive Director. The Board has determined, after consultation with the Gaming Enterprise, that the risk to the integrity of gaming is simply too high if an Applicant or Licensee is licensed elsewhere in New Mexico. The Board would only approve an exception if it has failed to foresee an extraordinary situation.

Contractors pose different issues and may often provide goods or services to multiple gaming jurisdictions. TGRA shall nevertheless be cognizant of the potential risks to the integrity of gaming when considering applications from contractors.

1005. License Application

(a) An Applicant for any type of license must apply on the appropriate form(s) approved by the Executive Director. The application forms shall be completed under the penalty of perjury. The application forms may include questions concerning the following:

(1) Personal background information;

(2) Financial information;

(3) Participation in legal and illegal gaming or other activities in any jurisdiction;

(4) Criminal record information;

(5) Information concerning all pecuniary and equity interests in the Applicant; and

(6) Other information as required.

(b) The License Application forms shall include notice and disclosure to the Applicant satisfying any federal regulations and other legal requirements relating to the content and scope of the background investigation and the Applicant's legal rights to review and/or correct information revealed in that investigation.

(c) The License Application forms shall be accompanied and supplemented by the documents and information as may be specified or required by TGRA, including under applicable law. The failure to supply the information requested constitutes grounds for ceasing processing of, delaying, or denying the application. In situations in which a Licensee is up for license renewal, or is transferring positions within 180 calendar days of the date of the previous license approval, the Licensee may rely on prior application materials and provide only updated or additional information as required.

(d) All documents and information required to be included in a License Application must be true and complete as of the date the application is filed with TGRA. The Applicant must promptly amend any document or information based on facts occurring after filing the original application so as to keep the information true and accurate. As set forth below, the failure to provide complete and accurate information is grounds for denial of a License Application or, if warranted, granting a request by the Applicant to withdraw the License Application under Section 1007.

(e) A License Application may be amended in any respect by leave of TGRA at any time before final action by TGRA. Any amendment to the application shall have the effect of establishing the date of the amendment as new filing date of the application with respect to any time requirements for the action on the application.

(f) Other failures by an Applicant to diligently pursue the licensing process may also be grounds for TGRA to (1) cease processing the License Application for a period of seven calendar days to allow time for the Applicant to demonstrate that the Applicant will comply with licensing deadlines after at least one unexcused failure to do so; (2) declare an Applicant ineligible to apply under Section 1006 for a period of at least seven calendar days for repeated unexcused failures to comply with licensing deadlines; or (3) deny a License Application if either (1) or (2) (or both) does not result in acceptable compliance with licensing appointments and/or deadlines. For example, an Applicant's failure to attend information sessions, meetings, or other scheduled licensing-related events without good cause (and especially without prior notice, when such notice is possible) places an undue and unnecessary burden on TGRA and is grounds for remedial action under this subsection at the Executive Director's discretion. If an Applicant agrees to a date and time for a scheduled licensing-related event orally or in writing, it is the Applicant's responsibility to request to reschedule should that become necessary. If TGRA proposes a date and time by email or other written communication, it shall provide the applicant at least forty-eight hours' notice and invite the Applicant to request a different date and/or time. If TGRA ceases processing an application under (1) or if an Applicant is declared ineligible to apply under (2), the Gaming Enterprise cannot have any expectation that a Gaming License will be granted until the relevant period (e.g., seven or fourteen days) has expired, and the Gaming Enterprise shall not communicate anything to the contrary to an Applicant. Of course, an Applicant may request to withdraw a License Application under Section 1007 if the Applicant no longer wishes to pursue a license.

1006. Ineligibility to Apply

If an Applicant is deemed by TGRA to be ineligible to apply for a license under Section 1018 or otherwise, the License Application may be summarily rejected and the Applicant declared "Ineligible to Apply," in which case:

(a) The fee paid shall not be refunded.

(b) A summary rejection for "Ineligibility to Apply" is not a license denial.

(c) Within seven calendar days, the Applicant may seek a hearing before the Board under Part 8 of these regulations. (Applicants are cautioned, however, that matters leading to an ineligibility determination are generally straightforward and not likely to be overturned after a hearing.)

(d) The Applicant shall remain ineligible to apply until the underlying matter resulting in ineligibility (e.g., a pending criminal charge) is resolved or until a period of time determined by TGRA has passed (for example, seven or ten days under Section 1005 (f), whichever is later. TGRA may dictate any set period of ineligibility (e.g., six months) if an ineligible Applicant's acts or omissions so warrant, in which case the set minimum period of ineligibility shall be communicated to the ineligible Applicant and the Gaming Enterprise in writing.

1007. Withdrawal of Application

(a) An Applicant may file a written request to withdraw a License Application at any time before the Board takes final action on the application. Final action by the Board on the application occurs when TGRA grants a license, when a hearing before the Board is waived, or when the Board issues its decision after hearing.

(b) TGRA may, in its discretion, deny or grant the request for withdrawal of application with or without prejudice. If the Board has already held a hearing, the Board shall consider the request to withdraw and direct the Executive Director to deny or grant the request. In any event, the application fee is nonrefundable.

(c) If a request for withdrawal is granted with prejudice, the Applicant is not eligible to apply for a Gaming License for a period of six months from the date the withdrawal is granted.

1008. Background Investigation

Consistent with Section 14-1-6 of the Gaming Code, Applicants for licenses shall provide all documents and information requested on their License Application forms and all other documentation or information that TGRA may deem necessary. TGRA shall examine the Applicant's background, personal history, financial associations, character, record, and reputation. TGRA may also examine the persons associated with the Applicant to the extent that TGRA determines it necessary to evaluate the qualifications and suitability of the Applicant for licensing. In no case shall the evaluation of the Applicant or Licensee be less than required by applicable federal law or the Compact. TGRA shall provide each Applicant or Licensee any opportunity to review a background report as required by applicable law, TGRA procedures, or contract before a license decision may be deemed final. Applicants and Licensees are on notice that their social media activities, and internet presence more generally, may be reviewed by TGRA in this process. While TGRA independently evaluates the reliability of all background investigation materials in making a suitability determination, Applicants should inform TGRA if they are aware of information about them on the internet that they believe is untrue or misleading.

1009. Temporary Licenses

(a) With technological changes in the background investigation process, reports that used to take weeks or even months are now generally available in a matter of days. The exception is jurisdictions ("non-reporting jurisdictions"), such as other tribal nations, which do not uniformly report information to the national services used by TGRA and which often take considerable time to respond to requests for background information. However, the Gaming Enterprise has also informed the Board that the competition for gaming employees has increased significantly and that it is imperative that new employees be licensed as quickly as practicable while also acknowledging and endorsing the importance of screening out unsuitable persons. Balancing these factors is difficult for the Board and TGRA, but this Section is an attempt to recognize the realities faced by the Gaming Enterprise while also fulfilling the Board's mission to safeguard the Pueblo in light of the availability of background information. Accordingly, TGRA may, in its discretion, and generally will issue a temporary license, for up to 90 days, to any Applicant for license upon the following grounds:

(1) The License Application is complete, and the Applicant has complied with all application processes, including requests for supplemental information (which may exclude requests for information from non-reporting jurisdictions at the discretion of the Executive Director);

(2) The License Application and available background information do not disclose or reveal information that is necessarily or probably disqualifying;

(3) TGRA has received the criminal history report from the FBI and the report from TGRA's designated third-party background investigation agent(s) (currently TrueScreen) (or the equivalents of each), and those reports do not reveal information that is necessarily or probably disqualifying;

(4) The Applicant does not appear to present any danger to the public or to the reputation of gaming on Pueblo Lands;

(5) The Applicant has paid all applicable fees, or an arrangement for a Gaming Operation to pay the fees promptly is in place;

(6) The Applicant has not, in the ten years prior to the date of application, been a resident of a jurisdiction that is not covered by the inquiries conducted by each of the FBI (criminal history) and TGRA's designated third-party background agent(s) (broader background information, including sexual offender registry information); *provided that* if the Applicant has been a resident in such a jurisdiction but (A) has also been licensed by one or more gaming regulatory agencies (or governmental agencies with similar licensing and background investigation responsibilities) and (B) TGRA is able to verify that those licenses were not revoked or suspended based on improper or illegal behavior by the Applicant, a temporary license may be issued; *provided further, however,* that if TGRA is not able to obtain such verification(s) within seven calendar days of a request, the Executive Director has the discretion to grant a temporary license, including after consultation with the Gaming Enterprise to evaluate risks, benefits, and potential alternate courses of action; and

(7) For jurisdictions in which the Applicant has resided in the last ten years and in which the FBI and TrueScreen (or their equivalents) do not obtain background information, a temporary license will not be issued (except at the discretion of the Executive Director as

provided herein), and a Permanent license determination will be made as promptly as possible once information if received from such jurisdiction(s) by TGRA.

(b) TGRA may change a temporary license into a Permanent license when the Background Investigation is complete, TGRA is satisfied that the holder of the temporary license is suitable to hold a Permanent license, and all other provisions of applicable law have been satisfied.

(c) When TGRA changes a temporary license into a Permanent license, the date of issuance of the license shall be that of the temporary license.

(d) A temporary license may expire of its own accord, or it may be the subject of a License Action or a Request for Information under the same terms and conditions as a Permanent license.

(e) TGRA may issue consecutive temporary licenses except to persons meeting the definition of a Key Gaming Employee.

(f) Even after a temporary license is issued, TGRA may deny the License Application, and such action is treated under these regulations as a license denial, not a revocation of the temporary license. In such instances, the temporary license terminates as of the date of the application denial by TGRA unless otherwise stated in writing by the Executive Director.

(g) TGRA often grants a license to a Gaming Employee relatively soon after a Background Investigation is completed, and the Applicant therefore can begin work, but such licenses are legally "temporary" until the Commission reviews TGRA's notice of results, as required by 25 C.F.R. § 558.2. *See* Section 1016. If the Commission does not object to the notice of results within the time allowed or if TGRA reconsiders the application and again approves it, the license becomes "permanent." If TGRA reconsiders the application in light of the Commission's information and denies the application, the temporary license is suspended by operation of law. Such an application denial gives the Applicant the right to a hearing under Section 1015. *See also* 25 C.F.R. § 558.4.

1010. Drug Test

(a) The Gaming Enterprise or Gaming Operation shall cause a drug test to be administered to the Applicant in accordance with Section 1122 of these regulations.

(b) The Gaming Enterprise or Gaming Operation shall not hire or retain any Gaming Employee who tests positive for illegal drug use.

(c) If a positive drug test result is obtained and is indicative of illegal drug use, the Gaming Enterprise or Gaming Operation may permit the Gaming Employee or Applicant for a Gaming Employee position to be retested in accordance with the drug testing plan approved pursuant to Section 1122 of these regulations.

1011. Fingerprints

(a) On-site applicants shall submit to fingerprinting by the Board. The Gaming Enterprise or Gaming Operation shall direct all Applicants to TGRA offices or another authorized location for the taking of fingerprints as provided in the Code.

(b) Unless otherwise directed by the Executive Director in writing, remote Applicants shall submit to fingerprinting by the Board at the TGRA office or by obtaining a physical fingerprint card from TGRA and completing it in accordance with procedures to be provided by TGRA.

1012. Duration of License

Every license issued under these regulations shall have a term of one calendar year except: (1) Any license for a Management Contractor shall be renewed automatically each year during the term of the Management Contract unless the Board determines that the Management Contractor is in violation of applicable law; (2) Gaming Facility Licenses shall be for up to three years; and (3) if a Contractor License would otherwise have a term of six months or less, the Executive Director has the discretion to grant a license for up to eighteen months to avoid repetitive licensing processes. The Executive Director may extend a Gaming Employee License, a Contractor License, or a Special License (as defined in Sections 1004(a), (d), and (e)) for a period of up to 90 days for good cause.

1013. Renewal of Licenses

Every Licensee shall submit an application for renewal of a license on a form prescribed by TGRA no more than 60 calendar days and no less than 30 calendar days before the license expires. Payment of the appropriate renewal fee is due with the application unless another arrangement approved by TGRA is made.

(a) TGRA may consider any application for renewal of a license submitted after the 30 calendar-day deadline only if the Licensee pays a late charge, but TGRA may not consider any application for renewal of a license received by TGRA after the license has expired. Instead, the Applicant must submit a new license application, including all fees and penalties.

(b) A timely filed application for renewal of a license shall be deemed to incorporate all information contained in the Licensee's original application. The Licensee shall be required to supply only

(1) new or corrected information that responds to the questions on the original application, and

(2) information that responds to questions not previously asked by TGRA in an identical manner.

(c) TGRA may, if and as it deems it necessary, conduct further Background Investigation with respect to any application for license renewal.

(d) TGRA may deny a license renewal only (1) on the basis of new or corrected information not before TGRA when it previously granted the license, or (2) on the basis of the failure to provide such information. Alternatively, if a renewal Applicant does not provide information reasonably requested by TGRA, TGRA may stop processing the application or take other appropriate steps to ensure compliance with applicable law.

(e) In the event of a denial, the Licensee shall receive written notice thereof and shall have the right to a hearing as set forth in Part 8.

(f) A Licensee whose application for a License renewal is approved shall surrender the old license upon issuance of a new license, if a new physical license is issued.

(g) The Executive Director may extend the term of any License by up to 60 days if TGRA requires additional time to review the renewal application. If a renewal application is approved, the renewed license term shall commence on the date specified by TGRA. If a renewal application is denied, any extension shall automatically terminate on the date of the denial unless the Executive Director specifies a different termination date in writing.

(h) Facility Licenses are governed by Section 1021. A Management Contractor License Application and procedures will be issued by TGRA if necessary, in the future. Neither Facility nor Management Contractor Licenses are subject directly to this Section except to any extent communicated to a Licensee by TGRA in writing.

1014. Identification Badges; Gaming Licenses; Gaming Employee Credentials and Assets; Separation or Suspension

(a) Definitions for this section:

(1) "Gaming Licensee Credentials" or "Credentials" include a Gaming Employee's Identification Badge and Gaming License.

(2) "Gaming Licensee Assets" or "Assets" include Gaming Licensee Credentials and any or all of the following: uniform(s), keys, electronic devices, or any other material thing issued by the Gaming Enterprise or Gaming Operation to the Licensee either that is worth more than $10.00 or that could be used to create the impression that a person is a Gaming Employee or that the person should have access to a Sensitive or non-public area.

(3) "Suspension" includes:

(i) suspension of a Gaming Employee by a Gaming Enterprise or Gaming Operation;

(ii) a proposed Fixed Suspension or revocation of a license by TGRA where there is also a Summary Suspension pending any hearing and resolution by the Board of the proposed License Action; or

(iii) a Fixed Suspension of a license confirmed or imposed by the Board; but

(iv) does ***not*** include, a Summary Suspension imposed by TGRA solely for failure to perform a discrete task not related directly to the integrity of Gaming (e.g., failure to provide documents pursuant to a Request for Information).

(4) "Separation" includes:

(i) termination of a Gaming Employee by a Gaming Enterprise or Gaming Operation;

(ii) any other conclusion of a Gaming Employee's gaming employment or retention by a Gaming Enterprise or Gaming Operation, including but not limited to resignation or transfer to a non-gaming position; or

(iii) revocation of a Gaming Employee License by the Board.

(b) The Gaming Enterprise or Gaming Operation (including a Management Contractor) shall issue:

(1) to each licensed Gaming Employee an Identification Badge, to include: first name, photograph, employee number, Primary Position title, and expiration date.

(2) to each visitor who will have access to Sensitive or non-public area(s) in accordance with an internal procedure approved in advance by TGRA, a Visitor Badge – with a numeric or other identifier – to be returned when the Visitor leaves the premises.

(c) TGRA shall issue a Gaming License to each licensed Gaming Employee, each licensed Contractor Technician, and other individual Licensees as appropriate, to include: first name, photograph, gaming license number, Primary Position title, and gaming license expiration date.

(d) Display of Identification Badge and Gaming License; Display of Visitor Badge

(1) Gaming Employees shall wear their Identification Badges and Gaming Licenses in a manner so that one or the other is prominently visible to Surveillance operations while on duty (including when on break in or near a Gaming Facility or in other Sensitive or non-public areas). Surveillance and security personnel may conceal their credentials only in accordance with an internal procedure approved in advance in writing by TGRA.

(2) Other Licensees or Visitors shall prominently wear their Gaming License and/or Visitor Badge in a manner so that it is visible to Surveillance operations while conducting business within a Gaming Facility, including Sensitive or non-public areas.

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

(4) Any Licensee or Visitor shall show an Identification Badge and/or Gaming License, or other required certification credentials, to TGRA personnel upon request.

(e) Disposition of Gaming Licensee Assets upon Separation or Suspension

(1) In-Person Separation or Suspension. Upon an in-person Separation or Suspension, each Licensee shall surrender all Gaming Licensee Credentials to the Gaming Enterprise or Gaming Operation by the end of the person's last day of employment or retention. If a Separation, the Licensee shall surrender all Gaming Licensee Assets. The Gaming Enterprise or Gaming Operation shall take reasonable steps to ensure that surrender. Surrendered Gaming Licenses shall promptly be forwarded to TGRA, at least weekly.

(2) Remote Separation or Suspension. If a Gaming Licensee resigns remotely, or otherwise is Separated or Suspended remotely, the Licensee must arrange to surrender all Gaming Licensee Credentials as soon as practicable to the Gaming Enterprise or Gaming Operation. If it is a Separation, the Licensee must return all other Gaming License Assets. If the Licensee fails to return any Asset, the Gaming Enterprise or Gaming Operation shall use reasonable and lawful methods to try to secure the return of the Asset(s). Failed attempts to acquire either Credential shall be reported to TGRA in accordance to Section 1107.

(3) If a Gaming Licensee fails to return Gaming Licensee Assets to the Gaming Enterprise or Gaming Operation (or the Gaming License directly to TGRA), TGRA may initiate a License Action if necessary to secure return of all Assets.

1015. Right to Hearing

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Any Applicant whose License Application is denied by TGRA or a Licensee whose Permanent license is subject to a proposed Fixed Suspension or revocation by TGRA may request a hearing before the Board or hearing officer by filing a timely written request for hearing with the Board or hearing officer (generally within seven calendar days after receiving the notice of denial of a License Application or notice of proposed revocation or Fixed Suspension, or such other deadline established by TGRA consistent with applicable law). The Board shall set a prompt hearing date, which shall generally be no later than forty-two calendar days after receipt of the request for hearing, unless the Applicant for good cause requests an extension or unless one or more of the following requires a longer time: (1) any pre-hearing procedures, (2) any pre-hearing briefing, (3) availability of the parties and the Board or hearing officer, and (4) the Applicant's review and correction of a background report as required by applicable law or TGRA procedures. The Applicant or Licensee may be represented by counsel at the hearing. The hearing shall be held in accordance with the provisions in Part 8. The Board's or hearing officer's decision following the hearing shall be final, subject to any right to appeal to the Pueblo Court as set forth in Sections 14-1-5C(4) and 14-1-14 of the Code and these regulations. Temporary licensees do not have a right to a hearing, although the Board may in its discretion and under extraordinary circumstances elect to grant a hearing if the temporary licensee requests one in writing within seven calendar days of receiving notice of a proposed revocation or Fixed Suspension.

1016. Approval of License

TGRA shall not approve a Permanent license to any Key Gaming Employee Applicant until the earlier of:

(a) the expiration of the period for the NIGC to review the Applicant's License Application materials and TGRA's investigative report, including the eligibility determination, as set forth in 25 C.F.R. §§ 556, 558, or

(b) receipt of a statement from the Commission stating no objection to the issuance of a license.

As stated in Section 1009(g), a license issued prior to the Commission review of materials under 25 C.F.R. §558 and any reconsideration by TGRA in light of any Commission objections is considered a "temporary" license.

1017. Lost or Missing Identification Badge or Gaming License: Reporting and Replacement

(a) Timely completion of the notifications in (b) and (c) is imperative. All Licensees should be aware that TGRA and the Board consider control of Identification Badges and Gaming Licenses to be critical to the integrity of Gaming and the protection of Gaming Revenues.

(b) If any Licensee loses or has not maintained control of the Licensee's Identification Badge or Gaming License, the Licensee shall:

(1) immediately notify the Gaming Enterprise or Gaming Operation regarding an Identification Badge, and/or TGRA regarding a Gaming License;

(2) file a sworn statement verifying the loss and the circumstances thereof with the Gaming Enterprise or Gaming Operation for a lost or missing Badge and/or TGRA for a lost or missing License; and

(3) pay any appropriate fee(s) for a replacement Badge and/or License.

(c) Upon learning from a Licensee that an Identification Badge has been lost or is missing, the Gaming Enterprise or Gaming Operation shall notify the following at the earliest opportunity, attempted in the following order:

(1) the department responsible for access control so that the Identification Badge is disabled immediately;

(2) risk management or other designated department by email; and

(3) TGRA Licensing of the loss and the circumstances thereof by email.

(d) Upon learning from a Licensee that a Gaming License has been lost or is missing, the Gaming Enterprise or Gaming Operation shall notify TGRA Licensing by email at the earliest opportunity.

(e) Each Gaming Enterprise or Gaming Operation shall develop a protocol for determining when an employee or other Licensee's absence is unexplained and to disable the Licensee's badge in a timely manner until the security risks relating to an unexplained absence are fully resolved.

1018. Disqualification Criteria

(a) A prospective Licensee is ineligible to apply for a license:

(1) During the pendency of a current prosecution or pending charge in any jurisdiction for any offense that, if convicted thereof, would or likely could result in a license denial,

(2) If the Applicant does not meet the age requirement for a license,

(3) If the Applicant's status to work in the United States is under review,

(4) If the Applicant has been temporarily excluded from Pueblo Lands by the Pueblo, or

(5) As determined by TGRA, the Applicant cannot currently be licensed but may be eligible for a license in the future.

(b) TGRA shall deny a license to any Applicant on the basis of the following criteria:

(1) Failing to prove by clear and convincing evidence that the Applicant is qualified in accordance with the Gaming Code and these regulations;

(2) Conviction of any crime (a) classified as a felony as of the date of the conviction or of any gambling related crime and (b) committed on or after the Applicant's eighteenth birthday;

(3) Conviction of any gambling related misdemeanor or other misdemeanor involving theft, fraud, misrepresentation, or dishonesty if the offense was committed on or after the Applicant's eighteenth birthday;

(4) Failing to pass a drug test deemed credible and trustworthy by TGRA;

(5) Failing to reveal any material fact pertaining to qualification, or supplying information that is untrue or misleading as to any material fact pertaining to qualification;

(6) Refusal to cooperate with any legislative body or other official investigatory body of any Indian tribe, the United States, or a state when such body is engaged in the investigation of crimes;

(7) The Applicant, or any of its officers or directors, or any of its general partners, or any stockholders, limited partners, or other persons having a financial or equity interest of five percent or greater in the Applicant, is or has been a professional gambler;

(8) Failure to comply with any lawful directive or order of TGRA or the Board; or

(9) Failure to disclose material information to a Gaming Enterprise, Gaming Operation, or Management Contractor, even if truthful information is later disclosed.

(c) TGRA may deny a license to any Applicant on the basis of the following criteria:

(1) Failure to provide information, documentation, and assurances required by the Gaming Code or reasonably requested by the Board or TGRA;

(2) A final decision by any other governmental entity responsible for licensing persons or entities with respect to gaming activity under such entity's jurisdiction on grounds suggesting unfitness on the part of the Applicant;

(3) Association with known criminals or a person reliably believed by law enforcement agencies to be engaged in corrupt or criminal activities, or with persons identified by the Board or any other governmental entity as being disqualified from gaming activities;

(4) Violation of any tribal or federal laws or regulations related to Indian gaming;

(5) For any other reason that TGRA reasonably determines that the Applicant is not suitable for licensing or could pose a threat to the public interest or to the effective regulation of Gaming Activity on Pueblo Lands, or that licensure would create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming activity on Pueblo Lands;

(6) Financial obligations sent to collections that exceed $4,000 for any one collector or $6,000 in the aggregate, except that TGRA may, in its discretion, consider whether those debts are composed of one or more of the following categories and therefore may be less likely to pose an unacceptable level of risk regarding the integrity of Gaming:

(i) Medical expenses;
(ii) Closed delinquent debt;
(iii) Repossession;
(iv) Charge-Offs; or
(v) Foreclosure; or

(7) Offenses While a Minor. Conviction of one or more offenses that would result in automatic disqualification under subsection (b)(2)-(3) but which were committed before the Applicant's eighteenth birthday. While TGRA does not generally obtain juvenile criminal records, such information is sometimes available and may be relevant to the suitability determination. When evaluating such information and its effect on a license determination, TGRA may consider all relevant factors, including but not limited to: the length of time since the offense; the severity of the offense; the Applicant's age at the time of the offense; whether the Applicant was charged, tried, or otherwise treated as an adult; and any evidence of rehabilitation.

(d) Applicants for a license renewal are subject to automatic disqualification based on the criteria in subsection (b) above. TGRA may deny an application for a license renewal based on the criteria listed in subsection (c) above. If a renewal Applicant has a pending prosecution or charge in any jurisdiction for any offense that, if convicted thereof, would or could result in a license denial, TGRA may:

(1) declare the Applicant ineligible to apply for a renewal until the prosecution or charge is resolved,

(2) grant the license renewal subject to required appropriate reporting by the Licensee on the status of the prosecution or charge, or

(3) take such other action as may be appropriate under all the circumstances of the renewal application.

(e) If a License Application is denied, the Board may after hearing and under extraordinary circumstances waive a criterion for mandatory or discretionary disqualification if, under all the circumstances and consistent with applicable law, it concludes that granting a license would not pose an undue risk to the integrity of gaming. Relevant factors may include the nature of the disqualifying event as it relates to any threat to the integrity of gaming, the length of time since the

disqualifying event, the Applicant's conduct since the disqualifying event, and similar considerations. Waiver is at the sole and absolute discretion of the Board.

1019. Applicants and Licensees: Provision of Information

(a) Fingerprints, Handwriting Exemplars, and Photographs. All Applicants for licenses issued by TGRA, and all persons holding such licenses, including all persons interested, directly or indirectly, in the gaming business or license held by an Applicant or Licensee, shall upon request by the Board or division provide fingerprints and handwriting exemplars, and each such Person shall be photographed in accordance with procedures established by the Board.

(b) Requests or Subpoenas for Information. Upon issuance of a formal request or subpoena issued under the authority of the Board to answer or produce information, evidence, or testimony, each Applicant and Licensee shall comply with the request or subpoena. Where an Applicant or Licensee, or any employee or Person interested, directly or indirectly, in a License Application or license either refuses or fails to comply with such a request or subpoena, the license or application may be suspended, revoked, or denied based solely upon such failure or refusal.

(c) Notification of Current Information

(1) It is the responsibility of each Licensee to inform TGRA of any change in current name, address, phone number, primary email address, or criminal or civil charges (excluding minor traffic offenses as stated in Subsection 1109(c)) within 14 calendar days of the change.

(2) As provided in Section 14-1-13B(2) of the Gaming Code, the Board and TGRA may rely on the last reported address for purposes of providing service or notice to a Licensee or Applicant under the Code, these regulations, and the policies and rules of the Board.

1020. Requirements for Gaming Facility License

(a) The Applicant must submit a drawing to scale of the Gaming Facility that depicts the number of Gaming Devices, table games, or other games of chance for play and their location within the Gaming Facility in a manner that provides for adequate supervision of each Gaming Device, table game, or other game of chance, including:

(1) An unobstructed view of each Gaming Device, table game, or other game of chance from the point of supervision;

(2) Any mirrors necessary to maintain adequate supervision; and

(3) The location of surveillance cameras.

(b) The Gaming Enterprise shall not increase the number of Gaming Devices, table games, or other games of chance or change the location of any Gaming Device, table game, or other game of chance without the approval of TGRA.

(c) A request for approval to increase the number of Gaming Devices, table games, or other games of chance, or a change in the location of any Gaming Devices, table games, or other games of chance, shall be accompanied by a diagram to scale depicting the new location of the Gaming Device(s), table game(s), or other game(s) of chance within the Gaming Facility.

(d) A request to change surveillance camera coverage must be approved in advance by TGRA and must be supported by adequate documentation.

1021. Gaming Facility License Application

(a) A separate License Application is required for each Gaming Facility.

(b) The Board may deny an application for a new Gaming Facility License, if it determines that the proposed place or location for the Gaming Facility is unsuitable for the conduct of gaming. Without limiting the generality of the foregoing, the following places or locations may be deemed unsuitable:

(1) the immediate vicinity of churches, schools, religious sites, and children's public playgrounds;

(2) any place where gaming would be contrary to Pueblo law;

(3) premises lacking adequate supervision or surveillance;

(4) premises difficult to police; or

(5) any other premises where the conduct of gaming will be inconsistent with the public policy of the Pueblo.

1022. Compliance with Health and Safety Codes

(a) With respect to construction and maintenance of a Gaming Facility, the Gaming Enterprise, Gaming Operation, or Management Contractor shall comply with, and certify to the Board its compliance with, the more stringent of either

(1) Pueblo law, or

(2) Each of the following codes:

(i) Uniform Building Code;
(ii) Uniform Plumbing Code;
(iii) Uniform Mechanical Code;
(iv) National Electrical Code; and
(v) National Fire Code.

The standard to be applied shall be based on the Pueblo law and the uniform codes in force at the time the construction or maintenance is performed.

(b) Pursuant to the Compact, inspectors from the Indian Health Service may inspect a Gaming Facility's food service operations during normal Gaming Facility business hours to assure that standards and requirements at least equivalent to those in the Food Service Sanitation Act [NMSA 1978, § 25-1-1 (1977, as amended through 2014)] are maintained.

(1) TGRA shall provide documentation of any inspections by IHS to the State Gaming Representative with the annual Compliance Report required by the Compact.

(2) If IHS does not conduct such inspections, the State Department of Environment may conduct such inspections during the same hours to assure that standards and requirements in the Food Service Sanitation Act [NMSA 1978, § 25-1-1 (1977, as amended through 2014)] are maintained.

1023. Compliance with Provisions of the Compact

Each Gaming Operation shall comply with all applicable provisions of the Compact including, but not limited to, the following specific provisions:

(a) The Gaming Operation shall comply with the more stringent of:

(1) Pueblo law, or

(2) Federal laws generally applicable to Indian tribes and relating to wages, hours of work, and conditions of work (including applicable implementing regulations), including specifically:

(i) the Fair Labor Standards Act of 1938 and
(ii) the Occupational Safety and Health Act of 1970.

A federal law is "generally applicable to Indian tribes" if:

(i) the law is not susceptible to a good faith argument that it does not apply to Indian tribes,
(ii) the United States Court of Appeals for the Tenth Circuit or the United States Supreme Court has held in an opinion that has not been reversed or overruled that the law is generally applicable to Indian tribes, or
(iii) a court of competent jurisdiction has held that the law is applicable to the Gaming Operation specifically.

(b) With respect to any construction project involving any Gaming Facility or related structure that is funded in whole or in part by federal funds, all workers will be paid wages meeting or exceeding the standards established for New Mexico under the federal Davis-Bacon Act.

(c) Upon request by a visitor or a visitor's designated representative, a Gaming Operation or TGRA shall provide:

(1) a copy of the Pueblo Court's rules of civil procedure (or, if acceptable to the visitor or representative, the information necessary to find those rules online);

(2) the name, address, and telephone number of the Gaming Operation; and

(3) the mailing address and telephone number of the clerk of the Pueblo Court.

(d) A Gaming Enterprise, Gaming Operation, or the Pueblo shall not discriminate in the employment of persons to work for a Gaming Operation or in a Gaming Facility on the grounds of race, color,

national origin, gender, sexual orientation, age or handicap; provided, however, that nothing herein shall be interpreted to prevent the Pueblo from granting preference in employment and retention to tribal members or other Indians in accordance with established tribal laws and policies.

(e) Each electronic or electromechanical Gaming Device in use at the Gaming Facility must pay out a mathematically demonstrable percentage of all amounts wagered, which must not be less than eighty percent (80%), and requiring the Gaming Enterprise to prominently post in visible locations within the Gaming Facility notices stating that the Gaming Enterprise is in compliance with this requirement, and providing a comprehensible explanation of what it means.

(f) The Gaming Enterprise shall spend, annually, an amount that is no less than one-quarter of one percent (.25%) of its Adjusted Net Win (as defined in the Compact) to fund or support programs that the Gaming Enterprise, in consultation with the Pueblo as appropriate, selects for the treatment and assistance of compulsive gamblers in New Mexico or who patronize New Mexico gaming facilities, and for the prevention of compulsive gambling in New Mexico. A substantial portion of such funds shall be distributed to one or more organizations that have expertise in and provide counseling, intervention, or other services for compulsive gamblers in New Mexico, and whose services are available to all persons without regard to race or tribal membership. The Gaming Enterprise shall submit a report accounting for the use of these funds to TGRA, which shall submit it to the State Gaming Representative annually along with other Compliance Report materials.

(g) The Board and TGRA, through these regulations, the TICS, and applicable policies and procedures will assure that each Gaming Operation provides for the physical safeguarding of assets transported to and from a Gaming Facility and the cage.

(h) In accordance with all applicable law and policies and procedures, including prudent concern for personal and public safety, the Gaming Operation and TGRA will make reasonable efforts to detain persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities.

(i) As of September 2018, the NIGC expressly recognized that the historical Class III MICS in 25 C.F.R. Part 542 and those published separately by the NIGC are simply guidance. However, the Compact requires adoption of the historical MICS for certain purposes. Accordingly, the Board expressly adopts the following provisions in order to make compliance with certain Compact terms absolutely clear:

(1) 25 C.F.R. § 542.14 to provide for the physical safeguarding of assets transported to and from the Gaming Facility and cashier's cage department;

(2) 25 C.F.R. § 542.15 to regulate the extension of credit; and

(3) 25 C.F.R. § 542.17 to regulate the issuance of complimentaries.

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

1024. Charitable Gaming

(a) A Sponsoring Organization may engage in charitable gaming on Pueblo Lands pursuant to a charitable gaming permit.

(b) TGRA may, in its discretion,

(1) Grant or deny a charitable gaming permit,

(2) investigate charitable gaming (whether or not operated under a permit) or any Sponsoring Organization,

(3) take measures to ensure the integrity of charitable gaming, and

(4) determine whether charitable gaming is in violation of the Code and the regulations and enforce the violations thereof.

(c) Before making application for a charitable gaming permit, a Sponsoring Organization shall register with TGRA to secure an identification number.

(1) All applications for a charitable gaming permit or amendment of a charitable gaming permit, and any other papers relating to a charitable gaming event, shall bear the identification number of the Sponsoring Organization.

(2) Copies of applications, reports, agreements and other papers shall be forwarded to TGRA at least fourteen calendar days before the charitable gaming event.

(3) Registration and assignment of an identification number shall not constitute or be any evidence of the eligibility of any Sponsoring Organization to receive a charitable gaming permit or to conduct any charitable gaming.

(d) The Sponsoring Organization shall designate two of its members that shall supervise the charitable gaming event(s) described in an application for a charitable gaming permit. The Sponsoring Organization shall attach a signed statement to the application, under penalty of false statement, that:

(1) The designated members shall be responsible for the operation and conduct of charitable gaming in accordance with the terms of the charitable gaming permit, these regulations, and other applicable law; and

(2) The Sponsoring Organization shall not allow anyone who is not a member of the Sponsoring Organization to operate or conduct any charitable gaming.

(e) Only cash or checks shall be used at charitable gaming events.

(f) A Sponsoring Organization may conduct charitable gaming subject to the following restrictions:

(1) Only members or volunteers of the Sponsoring Organization may promote or operate charitable gaming.

(2) No member of a Sponsoring Organization may receive any compensation for the promotion or operation of charitable gaming (although with the written approval of the Executive Director in advance, the Sponsoring Organization can recoup actual, direct costs of conducting the charitable event).

(3) No Person under the age of 18 shall promote or conduct charitable gaming or work at any charitable gaming event.

(4) All funds derived from charitable gaming shall be used exclusively for the purpose stated in the application for charitable gaming permit, less actual direct expenses if approved by the Executive Director in advance.

(5) Charitable gaming shall only take place at a time, date, and place specified on the charitable gaming permit.

(g) Charitable gaming may be conducted with gaming equipment owned by the Sponsoring Organization, borrowed from or donated by a third party without a fee, or rented for a fixed fee under a written contract with a contractor licensed under these regulations.

1025. Other Gaming Prohibited

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

PART 11
GENERAL OPERATING REGULATIONS

1101. Scope

This Part provides general operating obligations for each Gaming Enterprise, Gaming Operation, and Gaming Facility. For ease of reading, and like these regulations generally, this Part refers to the Gaming Enterprise but expressly encompasses Gaming Operations and Gaming Facilities.

1102. Responsibility of Licensee

Responsibility for the employment and maintenance of lawful methods of operation rests with the Gaming Enterprise, and willful or persistent use or toleration of methods of operation which the Board or TGRA has determined to be unlawful is prohibited. The Gaming Enterprise shall fully and timely perform each and every term, condition, and duty required by the policies and regulations of the Board and TGRA.

1103. Discovery of Violations

All Licensees, including the Gaming Enterprise, shall immediately notify the Board of the discovery of a violation, a suspected violation, or unusual circumstances suggesting a violation of the Gaming Code, these regulations, IGRA, NIGC regulations, or the Tribal-State Compact.

1104. Authorized Gaming

Gaming permitted pursuant to the Gaming Code and the Compact shall include only those games that are specifically authorized by the Board or TGRA. The Gaming Enterprise shall conduct all Gaming Activity in accordance with the Gaming Code, these regulations (including the TICS), applicable federal law, and the Compact.

1105. Unauthorized Gaming

The Gaming Enterprise shall not conduct, permit, or promote any Gaming Activity except that which is permitted by the Gaming Code and conducted according to all policies and regulations promulgated by the Board and TGRA.

1106. Gaming Employee Reports

(a) On or before January 15, April 15, July 15, and October 15 of each year, the Gaming Enterprise shall submit a Gaming Employee report to the Board. The Gaming Employee report shall identify every individual who is, or who has been since the filing of the previous report, retained by the Gaming Enterprise as a Gaming Employee or Key Gaming Employee.

(b) The Gaming Employee report shall list the name of the person, Primary Position title, the TGRA gaming license number, and designation as to whether that individual is a Gaming Employee or a Key Gaming Employee, sorted by last name.

1107. Employment Actions: Effect on Gaming Licensees

(a) Licensed Employee: Voluntary Resignations. When any Gaming Employee resigns voluntarily (i.e., when not under the threat of disciplinary or other adverse action by the Gaming Enterprise or the

Board) or otherwise voluntarily terminates the Gaming Employee's relationship with the Gaming Enterprise, the Gaming Enterprise upon notification shall invalidate/disable the Licensee's access control badge and Active Directory credentials by 4 p.m. on the third business day after the effective date of the resignation, contract termination, or notification date, whichever was later, and notify the Board in writing within three business days of the later of the effective date or notification date.

(b) Licensee Terminations, Suspensions, Demotions, and Involuntary Resignations. Upon Gaming Enterprise human resources approval of any intent to terminate, demote, suspend, or accept the involuntary resignation of any Gaming Employee, the Gaming Enterprise shall invalidate/disable the Licensee's access control badge and Active Directory credentials by 4 p.m. on the next business day and then shall notify the Board in writing within two business days of such action.

1108. Employee Benefits and Grievance Procedures

(a) Benefits. A Gaming Enterprise shall provide the following benefits to all full-time employees of the Gaming Enterprise, which shall be at least as favorable as those provided by comparable State of New Mexico programs: sick leave and paid annual leave (which may be incorporated into Paid Time Off), medical, dental, and life insurance, unemployment insurance, and workers' compensation insurance.

(b) Grievance. A Gaming Operation shall by policy provide a grievance process for employees of the Gaming Operation (including employees of a Gaming Enterprise in capacities involving Gaming Activity or Gaming Revenues) which includes an appeal of right to persons of greater authority than the immediate supervisor of the employee in cases of disciplinary or punitive action taken against the employee.

1109. Information to be Furnished by Licensee

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

(b) Each Management Contractor Licensee must immediately report to the Board the name, date of birth, and social security number of all Persons who obtain an ownership, financial, or equity interest in the Management Contractor of five (5) percent or greater, or who have the ability to control the Licensee, or who have the ability to exercise significant influence over the Licensee.

(c) Any Person licensed by the Board must make written notification to TGRA of any criminal conviction or criminal charge pending against such Person within 14 calendar days of such person's arrest, summons, or conviction. This notification requirement shall not apply to non-felony traffic violations unless they result in suspension or revocation of a driver's license or are based on allegations of driving under the influence of liquor or drugs. Failure to make proper notification to the Board may be grounds for a License Action.

(d) Each Gaming Enterprise must report to TGRA by the means specified by TGRA the movement of slot machines, table games, or other equipment used in Gaming Activity. This notification must be made by both the recipient and sender of devices within 24 hours of any movement of devices to and from any location, including locations off Pueblo lands. See also Section 1126.

(e) Each Person holding a license issued by the Board shall report any discovered or suspected plan, scheme, design, device or other methods of cheating, or any and all unusual occurrences, that may compromise the integrity of any Gaming Activity or Gaming Revenues, including any Class III Gaming Device sold or offered for sale, offered for play, or used for any other gaming purpose within Pueblo Lands by such Licensee. Written reports to TGRA shall be provided in accordance with these regulations and relevant policies, procedures, and internal controls.

(f) The subject matter of the information provided under this Section shall be considered confidential, except the Executive Director or the Board may, as deemed necessary and prudent in the exercise of their discretion, take whatever steps are deemed necessary to address or mitigate a threat to the integrity of Gaming, including disseminating a warning to other licensing jurisdictions or Licensees. The Executive Director or Board may also comply with a lawful subpoena or court order issued by a court of competent jurisdiction but shall, time permitting, provide notice to the Person who provided confidential information that a disclosure is forthcoming.

1110. Inspections

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

1111. Payout Schedules

Payout schedules must accurately state actual payouts applicable to the particular game and may not be worded in a manner that misleads or deceives the public. Maintenance of misleading or deceptive material on a payout schedule or failure on the part of a Gaming Operation or other Licensee to make payment in strict accordance with a posted payout schedule is prohibited.

1112. False Advertising

No Licensee shall allow, conduct, or participate in any false or misleading advertising concerning its gaming operations.

1113. Patron Disputes

Patron disputes regarding amounts allegedly won are to be resolved under the Dispute Resolution provisions of the Pueblo of Laguna Gaming Code, Section 14-1-9. Unless otherwise expressly addressed in the Gaming Code or these regulations, TGRA is not authorized by the Gaming Code to investigate or otherwise become involved in other disputes between a Gaming Operation and a Patron.

1114. Special Rules of Conduct

A Gaming Enterprise may establish rules of conduct for visitors in any Gaming Facility and related areas. Any such rules must be posted and approved by TGRA.

1115. Transfers of Interest

No Person may sell, lease, purchase, convey, or acquire an interest in a Management Contractor without the prior approval of the Board.

1116. Underage Gaming

No Person under the age 21 shall be permitted to Wager at any Class III Gaming Facility, or to enter a Gaming Facility conducting Class III Gaming, except that:

(a) Such a Person may pass directly to another room or area where the Person's presence is lawful;

(b) A Person may be employed by the Gaming Enterprise pursuant to Section 1117; or

(c) A Patron under the age of 21, but 18 or over, may engage in Class II Gaming in a Gaming Facility.

1117. Underage Employees

The Gaming Enterprise shall not employ any Person under the age of 21 if that person's employment duties involve Class III Gaming. This prohibition does not apply to any Person employed in Class II Gaming or whose employment duties are unrelated to Class III Gaming.

1118. Authorized Gaming Hours

(a) The Gaming Enterprise shall make a written request to TGRA to change the hours of operation for any Class II and Class III Activity, and the request must be approved by TGRA prior to implementation. Hours of operation must not be inconsistent with the current Tribal-State Compact or lawful NIGC regulations.

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

(c) Charitable Gaming hours of operation may be approved at the discretion of the Executive Director or the Executive Director's designee.

1119. Complimentary Services or Items

The Gaming Enterprise may provide or offer complimentary services or items to Persons in accordance with:

(a) these regulations and any relevant internal policies implemented by TGRA;

(b) federal regulation, specifically 25 C.F.R. § 542.17 (2015) or any lawful successor provision, and all applicable federal and Pueblo law;

(c) any applicable provisions of the Compact, including its Appendix, and specifically including its reporting provisions; and

(d) written internal policies and procedures, developed by the Gaming Enterprise and approved by the Board, implementing and in compliance with each of the above subsections.

1120. Automated Teller Machines (ATM)

(a) The Gaming Enterprise shall ensure that any ATM located within any Gaming Facility is programmed not to accept cards issued by the state to TANF recipients for access to TANF benefits.

(b) Within thirty calendar days from the date of the installation of an ATM, the Gaming Enterprise shall deliver to the Board proof in the form of a notarized certificate from the financial institution or other authorized entity providing the ATM for use in a Gaming Facility that the ATM is programmed to comply with Subsection (a).

(c) If the Gaming Enterprise fails to comply with Subsection (a), the Board shall have the authority to confiscate, disable, or remove any ATM located within a Gaming Facility that is not programmed as required by this Section.

1121. Check Cashing

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

(b) The Pueblo on occasion issues Per Capita Distribution checks to Pueblo members. Historically, PCD checks have been issued to Pueblo members in equal amounts, are not based on need, and are a purely internal matter of the Pueblo. The Board therefore expressly concludes that they are not government assistance checks, nor similar to government assistance checks, and are not subject to this Section.

(c) Nothing herein shall prohibit the Gaming Enterprise or Gaming Operation from cashing employee payroll checks or personal checks from employees.

1122. Illegal Drugs; Abuse of Alcohol and Legal Drugs.

(a) It is the policy of the Board that the Gaming Enterprise shall maintain and enforce strict policies against the use and/or possession of illegal drugs, abuse or unlawful possession of legal drugs or alcohol, and attendance at work under the influence of legal or illegal drugs or alcohol. To that end, the Gaming Enterprise shall adopt and publish to all of its employees a drug and alcohol policy, in a form approved by TGRA, that is not inconsistent with industry standards and that shall contain, at a minimum, the following elements:

(1) An employee assistance program to counsel employees having problems with drugs or alcohol;

(2) A requirement that each Gaming Employee Applicant, upon being offered employment, must pass a drug test for the illegal use of drugs;

(3) Provision for a drug or alcohol test, or both, of any Gaming Employee involved in an incident that results in personal injury to any Person or in property damage in excess of one hundred dollars ($100.00);

(4) Provision for random drug or alcohol tests, or both, of Gaming Employees at the discretion of the Gaming Enterprise or of TGRA;

(5) Procedures to assure the integrity and confidentiality of drug and alcohol test results;

(6) Provision for immediate appropriate testing upon a reasonable suspicion that a Gaming Employee is abusing alcohol or drugs in violation of any policy, these regulations, or other applicable law;

(7) Provision for disciplinary action, up to and including termination, as to any employee who violates the policy; and

(8) Such other provisions as the Gaming Enterprise or TGRA deems appropriate.

(b) The Gaming Enterprise or Gaming Operation shall advise the Board of any action taken with respect to any Gaming Employee who fails to pass any drug test, including any retest or refined testing.

(c) TGRA may by written notice to the Gaming Enterprise, direct the Gaming Enterprise to undertake random drug testing of its Gaming Employees, at the Gaming Enterprise's expense, in a manner to be determined by TGRA or by the Gaming Enterprise (provided that no program of random tests directed by TGRA shall result in any employee, whose test results have been satisfactory, being tested more than once in any calendar year).

1123. Alcohol

(a) The Gaming Enterprise shall not serve alcoholic beverages within any Class III gaming area of a Gaming Facility. Alcohol may be served in other locations only in accordance with Pueblo and applicable federal law, and, only if applicable, state law.

(b) The Gaming Enterprise shall not:

(1) Permit Persons who are visibly intoxicated to participate in Gaming Activity; or

(2) Sell, serve, give, or deliver alcoholic beverages to a person who is intoxicated, or procure or aid in the procurement of any alcoholic beverage for an intoxicated person, at the Gaming Facility.

(c) The Gaming Enterprise shall submit proof to the Board that each Person who dispenses, sells, serves or delivers alcoholic beverages has attended Alcohol Server Education classes similar to those classes provided for in the New Mexico Liquor Control Act.

(d) No Persons may serve or sell alcoholic beverages unless that Person has attended such classes.

(e) The Gaming Enterprise (and the Pueblo in connection with gaming) shall not provide, contract to provide, arrange to provide, or allow to be provided alcoholic beverages for no charge or at reduced prices within a Gaming Facility.

(f) The Gaming Enterprise shall cause its insurance provider to submit a certificate of insurance to the Board evidencing that the Gaming Enterprise has sufficient insurance to comply with the Compact.

1124. Central Computer Monitoring of Gaming Devices

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

(a) the State Gaming Representative is not able to alter or affect the operation of any Gaming Machine or other device on the premises of the Gaming Facility, or the data provided to the central computer;

(b) the system shall be designed maintained so as to preserve the integrity of the system and the data contained therein, to minimize any possibility of unauthorized access to the system or tampering with the data, and to minimize any access by the State Gaming Representative to information other than machine wager and payout data residing in the central monitoring and control system; and

(c) the system for electronic access to the machine wager and payout data collected by each Gaming Facility or Operation central computer shall be constructed and installed at the State's cost.

1125. Credit

A Gaming Operation (or, in connection with gaming, a Gaming Enterprise or the Pueblo) shall not extend credit by accepting IOUs or markers from its patrons unless and until a credit program that complies with the Compact is implemented.

1126. Shipment of Gaming Equipment

(a) Licensed Gaming Device and Gaming Equipment suppliers to the Gaming Enterprise are required to ship equipment directly to the Gaming Facility that will use that equipment. No shipments will be accepted if shipped to the incorrect Gaming Facility. A shipment to one or more Pueblo Gaming Facilities will not be accepted if any cargo is placed in the same sealed container at any point after it is initially sealed at the Licensee’s distribution facility.

(b) Shipments that appear compromised or damaged will be rejected at the manufacturer’s cost.

(c) Gaming Equipment containing no Game Software does not require shipping notification or TGRA approval.

(d) For Gaming Devices and Gaming Equipment containing Game Software:

(1) Five (5) calendar day written notification to compliance@ltgra.org is required prior to shipping. Approval to ship is not required.

(2) Software must be sent separately addressed to "Tribal Gaming Regulatory Authority" at the appropriate Gaming Facility:

(i) Route 66 Casino/Xpress
ATTN: Tribal Gaming Regulatory Authority
14500 Central Avenue SW
I-40 @ Exit 140
Albuquerque, NM 87121

(ii) Dancing Eagle Casino
ATTN: Tribal Gaming Regulatory Authority
I-40 @ Exit 108
Casa Blanca, NM 87007

(3) Each Gaming Device or Gaming Equipment containing Game Software must be sent in its entirety to TGRA if the Game Software cannot be separated from Gaming Device/Equipment.

(4) Shipping waiver requests.

If the supplier of Gaming Equipment or a Gaming Device cannot practicably comply with the preceding requirements of subparagraph (b), it may request a waiver.

(i) Waiver requests for Gaming Devices must be submitted to the Gaming Operation's manager overseeing Gaming Devices.

(ii) Waivers for other gaming areas must be submitted to compliance@ltgra.org

1127. Authorized Gaming Machines and/or Gaming Devices

No Gaming Machine or Gaming Device is authorized for use, or may be used, at any Gaming Facility or by any Gaming Operation unless it has been certified by GLI or another TGRA-approved gaming lab. Testing of Gaming Machines or Gaming Devices will conform to the State of Nevada Gaming Control Board Technical Standards and all appropriate GLI Standards or standards deemed appropriate by TGRA.

1128. Banishment of Patrons and Other Persons by Gaming Enterprise or Gaming Operation

In accordance with written policies approved by TGRA, a Gaming Enterprise may ban any visitor from a Gaming Facility or Facilities, or from any other land owned, leased, or otherwise in the lawful possession of the Gaming Enterprise. The scope and terms of an exclusion are to be determined by the Gaming Enterprise and are not subject to review by TGRA if they fall within approved Gaming Enterprise policy.

PART 12
TRIBAL INTERNAL CONTROL STANDARDS

1201. Scope

This Part sets forth the process for developing and implementing Tribal Internal Control Standards ("TICS") for Gaming.

1202. Adoption of Minimum Internal Control Standards

In 1998, the NIGC first promulgated MICS for Class III gaming in 25 C.F.R. Part 542. In 2008, the NIGC first adopted MICS for Class II gaming in 25 C.F.R. Part 543. The Board adopted the MICS issued by the NIGC as set forth at 25 C.F.R. Parts 542 and 543. However, the United States Court of Appeals for the D.C. Circuit in *Colorado River Indian Tribes v. Nat'l Indian Gaming Comm'n*, 466 F.3d 134 (2006), held that the NIGC lacks authority to issue detailed operational standards for Class III Gaming. In August 2018, the NIGC announced that it would suspend Part 542, leaving the existing regulations "on the books" in recognition that many tribal-state compacts refer to them, and published updated Class III MICS on the NIGC website as guidance only. 83 Fed. Reg. 39877.

1203. Tribal Internal Control Standards

As recognized by the NIGC in 25 C.F.R. § 543.2, tribes have the authority to issue TICS. For Class II gaming, the TICS must be "at least as stringent" as the MICS in 25 C.F.R. Part 543. For Class III gaming, the Board and TGRA will continue to consult the NIGC's Class III MICS as guidance (and also *see* § 1023(i) above). For all gaming, the Board and TGRA will modify the NIGC's MICS to address the circumstances of gaming on Pueblo lands. The resulting TICS have the same status as these regulations.

(a) Requests for Revision. At any time, a Gaming Enterprise or a Gaming Operation may request revisions to the TICS in writing to the Executive Director, who shall inform the Board of the request in writing.

(b) Promulgation. At least annually, when the NIGC revises the MICS, upon a request from a Gaming Enterprise or Gaming Operation, at the direction of the Board, or as deemed appropriate by the Executive Director, the Executive Director shall initiate a TICS review and revision process.

(1) The Executive Director shall oversee the development of any proposed amendments to the TICS and shall provide any proposed amendments to the Gaming Enterprise for review and comment. Gaming Enterprise representatives and the Executive Director are encouraged to meet to discuss the proposed amendments in lieu of or in addition to written comments. The Executive Director may set a reasonable time period of not less than 14 days for this process.

(2) After completing the consultation process under paragraph (1) and considering any comments and discussion, the Executive Director shall finalize the proposed amendments to the TICS and shall provide them to the Gaming Enterprise and each Gaming Facility, post them on TGRA's website, and provide them to the Board. Unless the Executive Director establishes a different effective date, the amendments shall become effective seven calendar days after receipt by the Gaming Enterprise unless a hearing is requested under subsection (d), in which case the effective date shall be delayed until seven calendar days after the final decision by the Board or until the date determined by the Board.

(c) Emergency Promulgation. Upon making written findings that it is necessary, the Executive Director may issue emergency TICS to take effect immediately in order to deal with an emergency situation, to comply with applicable law, or to avoid serious jeopardy to the public safety or integrity of gaming or Gaming Revenues. The Executive Director shall distribute such emergency TICS immediately and engage promptly in the consultation process in paragraph (b)(1). The emergency TICS shall take effect immediately unless the Executive Director establishes a different effective date. If a Gaming Enterprise or a Gaming Operation does not request a hearing in writing on the emergency TICS within seven days of their issuance, the Executive Director shall complete the consultation process, consider any comments, and finalize the amendments to the TICS using the process in paragraph (b)(2).

(d) Board Hearing. Either within 14 days of the effective date of TICS amendments under paragraph (b)(2) or within seven days of the effective date of emergency TICS amendments under subsection (c), the Gaming Enterprise or a Gaming Operation may request in writing a hearing before the Board. The hearing process shall be conducted in accordance with Section 805. At or after the hearing, the Board or hearing officer may immediately set aside or modify emergency TICS. The Board's written decision upholding, modifying, or striking any TICS amendment is final unless a party alleges that the resulting TICS violate Pueblo or federal law, in which case an appeal to the Pueblo Court under Section 810 may be taken.

(e) Distribution. The current TICS shall be available on the TGRA website and at its office. The Executive Director shall ensure that notice of any final amendments, and the amendments themselves as appropriate, are distributed in accordance with any federal law and Compact provisions relating to Board regulations.

1204. Compliance

The failure to comply with the TICS constitutes an unsuitable method of operation. If the Board or TGRA determines that any Licensee is not in compliance with the TICS, the Board or TGRA shall notify the Gaming Enterprise or Gaming Operation, and may take enforcement action under Parts 3 and 4.

PART 13
ACCOUNTING

1301. Accounting

The Gaming Enterprise, in conjunction with each Gaming Operation, shall establish and maintain an accounting system and procedures that shall, at a minimum:

(a) Include an adequate system of internal accounting controls that shall be at least as stringent as required by the TICS to ensure:

(1) Assets are safeguarded;

(2) Financial records are accurate and reliable;

(3) Transactions are performed only in accordance with general or specific authorization of relevant Gaming Enterprise management;

(4) Transactions are recorded adequately to permit proper recording of Gaming Revenue, including revenue sharing fees and regulatory fees, and to maintain accountability for assets;

(5) Access to assets is permitted only in accordance with the specific authorization of management;

(6) Recorded accountability for assets in compared with actual assets at reasonable intervals and appropriate action is taken with respect to any discrepancies; and

(7) Functions, duties, and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel.

(b) Permit the preparation of financial statements in accordance with generally accepted accounting principles:

(c) Be susceptible to audit:

(d) Allow the Gaming Enterprise to calculate the annual fees payable to the NIGC;

(e) Permit the calculation and payment of any Management Contractor's fee; and

(f) Provide for the allocation of Gaming Revenues and operating and overhead expenses among the Gaming Enterprise, each Gaming Operation, the Pueblo, and any Management Contractor.

1302. Reporting

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

1303. Submission and Approval of Accounting System

The Gaming Enterprise shall describe its system of internal accounting controls in written detail for approval by TGRA. The system of internal Controls must include:

(a) An organizational chart depicting segregation of functions and responsibilities;

(b) A description of the duties and responsibilities of each position shown on the organizational chart;

(c) A detailed narrative description of the administrative and accounting procedures designed to satisfy the TICS;

(d) A written statement signed by the chief financial officer and the chief executive officer of the Gaming Enterprise attesting that the system of internal accounting controls satisfies the TICS;

(e) A report from an independent certified public accountant stating that the Gaming Enterprise's system of internal accounting controls has been reviewed by the accountant and complies with the TICS and the requirements of 25 C.F.R. 542.3(d). The report shall report each event discovered or brought to the accountant's attention that the accountant believes does not satisfy the TICS or variations from the standards that have been approved by TGRA or the Board; and

(f) A copy of the report must be submitted to TGRA no later than noon on the last business day on or before the 120th day after the end of the Gaming Enterprise's fiscal year.

1304. Amendments

The Gaming Enterprise shall notify TGRA in advance (or if deemed an emergency, immediately) of all amendments to its system of internal accounting controls. For all significant amendments or at the request of TGRA or the Board, the Gaming Enterprise shall also comply with the requirements of Section 1303(d) and/or (e) as specified by TGRA within the time reasonably specified by TGRA.

1305. Noncompliance

If the Board or TGRA determines that the Gaming Enterprise's accounting system does not comply with this Part, the Compact, or NIGC regulations, TGRA shall notify the Gaming Enterprise pursuant to Part 3 and may take lawful corrective action, including imposition of a civil fine pursuant to Part 4.

1306. Annual Audit Reports – Auditor Selection and Approval

In order to facilitate the Board's advance approval under Gaming Code Section 14-1-4(C) of the independent certified public accountant(s) who will conduct the Gaming Enterprise's annual audits, the Gaming Enterprise shall provide to TGRA:

(a) Notice within seven calendar days of when the Gaming Enterprise starts developing the RFP(s) for a new annual financial and/or Agreed-Upon Procedures auditor.

(b) A copy of each final RFP within three calendar days of its issuance.

(c) Advance notice to the Executive Director of all Gaming Enterprise auditor selection meetings. The Executive Director may attend or may delegate a TGRA employee to attend such meetings. Alternatively, the Executive Director may, solely in the Executive Director's discretion, reach written agreement with the Gaming Enterprise to limit the required notice and participation to a specified subset of Gaming Enterprise auditor selection meetings, instead of all of them. Compliance by the Gaming Enterprise with such a written agreement shall be considered compliance with this paragraph.

(d) Copies of RFP responses within seven calendar days of receipt by the Gaming Enterprise.

(e) Any other documents or information requested by the Board or the Executive Director reasonably deemed necessary to evaluate the RFP responses and the process used by the Gaming Enterprise to select the proposed auditor(s).

No audit contract may be executed by the Gaming Enterprise until the approval of the Board required under the Code is granted. Failure by the Gaming Enterprise to comply with this section is a serious violation of these regulations because it impedes the Board's ability to comply meaningfully with Gaming Code Section 14-1-4(C).

PART 14
CURRENCY TRANSACTIONS REPORTING

1401. Compliance with Bank Secrecy Act

(a) A Gaming Enterprise must comply with all applicable provisions of the Bank Secrecy Act, 31 U.S.C. §§ 5311-5314, and all reporting requirements of the Department of the Treasury, the Internal Revenue Service, the Financial Crimes Enforcement Network, and any other related divisions thereof, as applicable, and make all such documentation available to the State Gaming Representative for inspection, scanning, or copying upon request.

(b) The Gaming Day starts at 4:00 a.m. and ends twenty-four hours later. At that time or upon the opening of a Gaming Facility if later, see Section 1118, the previous day's logs shall be submitted to the compliance officer and new logs started for the new day. If there are no entries on the log, the cashier signs and writes "No Action Today" on the currency transaction log.

(c) Cash in and cash out transactions are aggregated on company-wide basis for a Gaming Day.