

PUEBO OF ACOMA LAWS 2003 (2017 Replacement)

**TITLE 11
GAMING**

This Replacement includes laws enacted since the Pueblo of Acoma Laws 2003 pursuant to Tribal Council Resolutions dated January 1, 2016 through December 31, 2016.

PUEBO OF ACOMA LAWS 2003 (2017 Replacement)

**TITLE 11
GAMING**

These laws may be cited by Title, Chapter, Section and Year as Section or § ___-___-___
Pueblo of Acoma Laws 2003 (2017 Replacement)

PUEBLO OF ACOMA LAWS 2003 (2017 Replacement)

**TITLE 11
GAMING**

TABLE OF CONTENTS

<u>Chapter</u>		<u>Page</u>
1.	Acoma Gaming Ordinance	11-2
11-1-1	Short Title.....	11-2
11-1-2	Interpretation, No Waiver of Sovereign Immunity.....	11-3
11-1-3	Definitions	11-3
A.	Acoma Gaming Enterprise	11-3
B.	Business Board of Directors	11-4
C.	Bylaws	11-4
D.	Chairman.....	11-4
E.	Class I Gaming.....	11-5
F.	Class II Gaming.....	11-5
G.	Class II Gaming Operation	11-5
H.	Class III Gaming.....	11-6
I.	Commission.....	11-6
J.	Compact, Tribal/State Compact or Gaming Compact	11-6
K.	Days	11-7
L.	Drugs.....	11-7
M.	Firearms	11-7
N.	Gaming.....	11-7
O.	Gaming Employee.....	11-7
P.	Gaming Facility.....	11-8
Q.	Gaming Facility License	11-8
R.	Gaming Facility Operator.....	11-9
S.	Gaming Manager.....	11-9
T.	Gaming Operation	11-9
U.	Gaming Premises.....	11-9
V.	Gaming Vendor	11-10
W.	IGRA	11-10
X.	Key Employee	11-11
Y.	Licensee	11-12
Z.	Management Contract.....	11-12
AA.	Management Fee	11-12
BB.	Net Revenues	11-12
CC.	NIGC	11-12
DD.	Non-Profit Organization.....	11-13
EE.	Occasion	11-13

	FF. Person	11-13
	GG. Primary Management Official	11-14
	HH. Pueblo/Tribe/Tribal	11-14
	II. Premises License	11-14
	JJ. Small Bingo Game	11-15
	KK. Tribal Bingo Game	11-15
	LL. Tribal Council	11-15
	MM. Video Gaming or Video Games of Chance	11-16
	NN. Weapons	11-16
11-1-4	Gaming Limited	11-16
11-1-5	Scope of Gaming	11-17
11-1-6	Small Bingo Games	11-18
11-1-7	Tribal Gaming.....	11-21
11-1-8	Operation of Games.....	11-28
11-1-9	Violations; Jurisdiction; and Disciplinary Proceedings.....	11-32
11-1-10	Agents for Service of Process.....	11-34
11-1-11	Acoma Gaming Commission (AGC or Commission).....	11-35
11-1-12	Executive Director	11-58
11-1-13	Ownership, Revenue Uses, Audit and Reports.....	11-62
11-1-14	Gaming Licensing Authority and Policy	11-69
11-1-15	Applications for Gaming Licenses	11-71
11-1-16	Background Investigations and Background Investigation Procedures	11-81
11-1-17	Suitability Determinations – Gaming Facility Operator's License	11-87
11-1-18	Suitability Determinations – Gaming Employees	11-88
11-1-19	Post-Licensing Procedures	11-94
11-1-20	License Suspension and Revocation	11-101
11-1-21	Effective Date, Fees, Withdrawal, Temporary License, Issuance.....	11-105
11-1-22	Gaming Vendors – Licensing Providers of Gaming Equipment, Devices or Supplies	11-107
11-1-23	Gaming Facility License and Gaming Premises License	11-109
11-1-24	Severability and Amendment	11-111
11-1-25	Surveillance [Reserved]	11-111
11-1-26	Internet Gaming	11-111
2.	Indian Gaming Compact.....	11-111
11-2-0	Introduction	11-112
11-2-1	Purpose and Objectives	11-113
11-2-2	Definitions	11-114
	A. Adjusted Net Win.....	11-114
	B. Card Minder.....	11-114
	C. Class III gaming.....	11-115
	D. Compact.....	11-115
	E. Compliance Report.....	11-115

	F. Effective Date	11-115
	G. Free Play	11-115
	H. Gaming employee	11-115
	I. Gaming enterprise	11-115
	J. Gaming facility	11-116
	K. Gaming machine	11-116
	L. Indian lands	11-116
	M. Key employee.....	11-116
	N. Management contract.....	11-116
	O. Management contractor	11-116
	P. Net Win.....	11-117
	Q. Ordinance.....	11-117
	R. Point Play	11-117
	S. Predecessor Agreements	11-117
	T. Primary management official	11-117
	U. State	11-117
	V. State Gaming Representative	11-117
	W. Table Game.....	11-118
	X. Tribal Gaming Agency	11-118
	Y. Tribe	11-118
11-2-3	Authorized Class III Gaming	11-118
11-2-4	Conduct of Class III Gaming	11-120
11-2-5	Licensing Requirements.....	11-143
11-2-6	Providers of Class III Gaming Equipment or Devices or Supplies.....	11-144
	11-144
11-2-7	Dispute Resolution	11-145
11-2-8	Protection of Visitors	11-148
11-2-9	Execution; Effective Date; Claims under Predecessor Agreement	
	11-152
11-2-10	Criminal Jurisdiction	11-152
11-2-11	Revenue Sharing	11-155
11-2-12	Duration; Termination for Non-Payment.....	11-159
11-2-13	Notice to Parties.....	11-161
11-2-14	Entire Agreement	11-161
11-2-15	Filing of Compact with State Records Center	11-162
11-2-16	Counterparts	11-162
11-2-17	Internet Gaming	11-162
11-2-18	Applicability	11-162
11-2-19	Severability.....	11-163
3.	Reserved For Future Use	11-163
	Appendix to the 2015 Compact Amendments	11-A-1

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PUEBLO OF ACOMA LAWS 2003 (2017 Replacement)

TITLE 11 GAMING

Origins: In 1983, Tribal Council enacted a Bingo Ordinance pursuant to Tribal Council Resolution No. TC-July-28-83-2-4, as amended by Tribal Council Resolution No. TC-Sept-28-83-1-09.

In 1985, pursuant to Tribal Council Resolution No. TC-Mar-7-85-3, the Bingo Ordinance was expanded to include video gaming machines.

In 1988, Federal Indian Gaming Regulatory Act, Public Law 100-497, 102 Stat. 2467, codified at 25 U.S.C. §2701 et. seq., (1988) (IGRA), required ordinance and tribal-state gaming compact approval by National Indian Gaming Commission (NIGC).

In 1993, pursuant to Tribal Council Resolution No. TC-MAR-24-93-01 and TC-AUG-03-93-01, the "Bingo Ordinance" was amended and restated as the "Gaming Code" and codified in Title 11. The 1993 Gaming Code required NIGC approval, but did not receive approval.

In 1994, Tribal Council Resolution No. TC-July-19-94-1-5b revised and expanded Acoma Gaming Ordinance. NIGC approved November 3, 1994; notice of approval published in Federal Register/Vol. 60. No. 44/March 7, 1995 p.12575.

In 1997, Tribal Council Resolution No. TC-Sept.-24-97-6A enacted 1997 Amendments to Acoma Gaming Laws. NIGC approved Resolution TC-SEPT-24-97-6A by letter dated Jan. 20, 1998.

In 2001, Tribal Council Resolution No. TC-AUG-7-01-03 enacted 2001 Amendments to Acoma Gaming Laws. NIGC approved December 14, 2001; Notice of Approval published in Federal Register, Vol. 66, No. 241, December 14, 2001, p.64856.

In 2008, Tribal Council Resolution No. TC-JUL-16-08-VIa and TC-OCT-31-08-VIa enacted the 2008 Amendments to the Gaming Ordinance. NIGC approved the 2008 Amendments to the Gaming Ordinance by letter dated December 2, 2008.

In 2010, Tribal Council Resolution No. TC-OCT-21-10-VIa enacted the 2010 Amendment to the Gaming Ordinance. NIGC deemed the 2010 Amendment approved on January 31, 2011.

In 2015, Tribal Council Resolution No. TC-MAR-26-15-VIa approved the 2015 Gaming Compact and made it law when federally approved. Department of Interior approved the 2015 Gaming Compact; Notice of Approval published in Federal Register, Vol. 80, No. 119, June 22, 2015, p. 35668.

In 2016, Tribal Council Resolution No. TC-APR-08-16-VIa enacted the 2016 Amendments to the Gaming Ordinance. NIGC approved the 2016 Gaming Ordinance by letter dated July 15, 2016.

Annotations: The 2016 Amendments capitalized all defined terms, replaced all references to "Gaming Commission" and "Business Board" with "Acoma Gaming Commission" and "Acoma Business Board," respectively, and replaced all references to "Council" and "Administration," with "Tribal Council" and "Tribal Administration," respectively. The 2016 Amendments also made other global formatting changes, including replacing "Section" with "§", replacing "C.F.R." and "N.I.G.C" with "CFR" and "NIGC, respectively.

Chapter 1. ACOMA GAMING ORDINANCE

11-1-1 Short Title. This Ordinance may be cited as the Gaming Ordinance of the PUEBLO OF ACOMA.

Origins: Tribal Council Resolution No. TC-JULY-19-94-1-5b, restated by Tribal Council Resolution No. TC-Sept-24-97-6A, restated by Tribal Council Resolution No. TC-JUL-16-08-VIa and TC-OCT-31-08-VIa.

Annotation 1: Formerly codified at § 11-1-0, Pueblo of Acoma Laws 2003.

Annotation 2: The following Statement of Purpose was adopted by the Acoma Tribal Council in the 1994 Amendments to the Acoma Gaming Ordinance, Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-JUL-16-08-VIa, and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

STATEMENT OF PURPOSE

The purpose of this Ordinance is to regulate the operation, conduct and playing of games of chance including Bingo on the Pueblo of Acoma, and to produce revenue for (1) supporting programs which promote the health, education and welfare of the Acoma people; (2) promoting tribal economic development, self-sufficiency and strong tribal government. This Ordinance has the further purpose of: (3) assuring that gaming at Acoma is licensed, controlled and assisted to protect the public health, safety, morals, good order and general welfare of the ACOMA people and

the players; (4) conducting games honestly, competitively and free of criminal and corruptive elements.

Annotation 3: The 2008 Amendments replaces “An” with “The purpose of this” at the beginning of this Statement, and made other non-substantive changes.

Annotation 4: “Ordinance” means Title 11, Chapter 1.

11-1-2

Interpretation, No Waiver of Sovereign Immunity.

- A. Interpretation. This Ordinance shall be deemed as an exercise of the enforcement authority of the Pueblo of Acoma for the protection of the public welfare, health, peace and morals of the people of the Pueblo of Acoma and all provisions of this Ordinance shall be liberally construed for the accomplishment of this purpose.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b adopting 1994 Amendments to Gaming Ordinance, restated by Tribal Council Resolution No. TC-Sept-24-97-6A, revised by Tribal Council Resolution No. TC-JUL-16-08-VIa and restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa, and revised by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at § 11-1-1, Pueblo of Acoma Laws 2003. The 2008 Amendments made non-substantive changes to this section. The 2010 Amendment divides this section into “A” and “B”. The 2016 Amendments replaced "police power" with "enforcement authority."

- B. No Waiver of Sovereign Immunity. Nothing in this Ordinance shall be construed so as to enable, empower or otherwise allow the Acoma Gaming Commission, the Acoma Business Board or any other entity or person to grant a Waiver of Sovereign Immunity either expressed or implied on behalf of the Pueblo of Acoma.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: The 2010 Amendment divides this section into “A” and “B”.

11-1-3

Definitions. In this Ordinance, unless the context otherwise requires, the following definitions shall apply:

- A. “Acoma Gaming Enterprise” means the Gaming Operation of Acoma Business Enterprises, which is wholly-owned by the Pueblo, and is generally known as the "Sky City Casino".

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; revised by Tribal Council Resolution No. TC-OCT-21-10-VIa; revised by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: The 2010 Amendment replaces, "Sky City Casino, the gaming facility including the surrounding premises," with "Gaming Operation of Acoma Business Enterprises, which is wholly-owned by the Pueblo." The 2016 Amendments adds the concluding phrase.

- B. "Business Board of Directors" means the individuals who sit on the "Acoma Business Board" as defined under Title 1 of the Pueblo of Acoma Laws. The Acoma Business Board does business as Acoma Business Enterprises, and oversees the Acoma Business Enterprises, including the Acoma Gaming Enterprise.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at 11-1-3(C), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces "manages the" with "does business as" and inserts "and oversees the Acoma Business Enterprises," in the second sentence. The 2010 Amendment replaces the final word "Operations" with "Enterprises." The 2016 Amendments add "individuals who sit on the" to the beginning of the definition.

- C. "Bylaws" means the operating document of the Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at 11-1-3(B), Pueblo of Acoma Laws 2003 (2009 Replacement).

- D. "Chairman" means the Chairman of the Commission, unless otherwise specifically stated to be the Chairman of National Indian Gaming Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

- E. “Class I Gaming” means the initial games played solely for prizes of minimal value or traditional forms of Indian Gaming played by individuals in connection with Pueblo ceremonies or celebrations.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

- F. “Class II Gaming” means the conduct of gaming as defined in 25 C.F.R. § 502.3, as amended.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments replaced the entirety of this section by generally referring to 25 CFR 502.3. Previously, it codified the text of 25 CFR 502.3 as follows:

“Class II Gaming” means the conduct of gaming as defined in 25 CFR Sect. 502.3, specifically:

1. Bingo or lotto (whether or not electronic computer or technological aids are used).
 - a. When players play for prizes with cards bearing numbers or other designations.
 - b. Cover numbers or designations when objects, similarly numbered or designated are drawn or electronically determined.
 - c. Win the game by being the first person to cover a designated pattern on such card.
2. If played in the same location as bingo or lotto, pull tabs, punch boards, tip jars, instant bingo or other games similar to bingo.
3. Non Banking card games that State law explicitly authorizes or does not explicitly prohibit and are played legally in the state; players play in conformity with state laws and regulations concerning hours, periods of operation and limitations on wagers and cash awards.

- G. “Class II Gaming Operation” means any Non-Profit Organization authorized to conduct or operate a Small Bingo Game in compliance with federal requirements of 25 C.F.R. §522.10.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- H. “Class III Gaming” means all forms of gaming not classified Class I or Class II and are permitted under the Pueblo of Acoma/State of New Mexico Gaming Compact, including but not limited to, any house banking game including but not limited to, card games such as Baccarat, Blackjack, Pai Gow (if played as house banking game); casino games such as Roulette, Craps and Keno; Slot machines as defined in 15 USC 1171 § (a)(1) and electronic or electromechanical facsimiles of any game of chance; any sports betting and pari-mutuel wagering, including but not limited to wagering on horse racing, dog racing, Jai Alai; or the lotteries.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(G), Pueblo of Acoma Laws 2003 (2009 Replacement).

- I. “Commission” means The Acoma Gaming Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolutions No. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(H), Pueblo of Acoma Laws 2003 (2009 Replacement).

- J. “Compact, Tribal/State Compact” or “Gaming Compact” means that compact negotiated and executed by the Pueblo of Acoma and the State of New Mexico and deemed or otherwise approved by the Secretary of the Interior pursuant to 25 U.S.C. § 2710 (7)(B)(vii), governing the conduct of Class III Gaming on Indian Lands.

Origins: Tribal Council Resolution No. TC-Sept-24-97-6A; revised by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(L), Pueblo of Acoma Laws 2003 and at 11-1-3(I), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced former Section with the current one. Former section read: ““Gaming Compact” means a gaming compact signed by the Pueblo of Acoma and deemed or otherwise approved by the Secretary of the Interior, pursuant to the Indian Gaming Regulatory Act.”

- K. "Days" means calendar days.
- Origins:** Tribal Council Resolution No. TC-OCT-21-10-VIa.
- L. "Drugs" means a chemical substance, such as a narcotic or hallucinogen that affects the central nervous system, causing changes in behavior and often addiction.
- Origins:** Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.
- Annotations:** Formerly codified at 11-1-3(J), Pueblo of Acoma Laws 2003 (2009 Replacement).
- M. "Firearms" means any handgun, rifle or device that can be used as a weapon that discharges a single or multiple projectiles propelled at high velocity.
- Origins:** Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.
- Annotations:** Formerly codified at 11-1-3(II), Pueblo of Acoma Laws 2003 (2009 Replacement).
- N. "Gaming" means any Class II or Class III gaming as defined herein and any other form of gaming defined in Section 11-1-5 of this Ordinance entitled Scope of Gaming.
- Origins:** Tribal Council Resolution TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.
- Annotation:** Formerly codified at §11-1-2(K), Pueblo of Acoma Laws 2003. 2008 Amendments deleted "tribal bingo game, video gaming" and replaced it with "Class II or Class III gaming as defined herein." 2010 Amendment deletes the brackets around 11-1-5.
- O. "Gaming Employee" means a Person connected directly with the conduct of Class II and Class III gaming, or the handling or accounting of the proceeds thereof or handling any Gaming Machine. "Gaming Employee" does not include:
1. Bartenders, cocktail servers or other Persons engaged solely in preparing or serving food or beverages;
 2. Secretarial or janitorial personnel;

3. Stage, sound and light technicians; or
4. Any other non-gaming personnel, including but not limited to Restaurant, Hotel, Facilities, Administrative Assistants, and Administrative Marketing staff.

Key Employees and Primary Management Officials are a subset of Gaming Employees.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments replaced "handling of the proceeds" with "the handling or accounting of the proceeds". In paragraph 1, 2016 Amendments deleted "Information Systems staff" and inserted "Administrative" prior to "Marketing staff."

- P. "Gaming Facility" means each place, facility or location on Indian Lands where the Pueblo elects to allow Class II or Class III gaming. For purposes of the Compact, Gaming Facility means each separate, physical building or structure in which Class III Gaming is conducted on the Pueblo's lands. With respect to Class III Gaming, the term Gaming Facility only applies to spaces in which Class III gaming actually takes place, to spaces in which Class III gaming-related funds or devices are kept, and to spaces in which other activities directly related to Class III gaming occur, and to spaces occupied or frequented by employees who work within the confines of the Acoma Gaming Enterprise. Gaming Facility does not apply to businesses or amenities that are ancillary to gaming activities, such as conference centers, restaurants, spas, golf courses, recreational vehicle parks, water parks, marinas, hotels, gift shops, amphitheater, show-rooms, parking lots, even if they are overseen by the Acoma Gaming Enterprise or are located near or adjacent to a Gaming Facility.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; Amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation: 2016 amendments replaced this definition. Former definition read, "each place, facility or location on Indian Lands where the Pueblo elects to allow Class II or Class III gaming."

- Q. "Gaming Facility License" means a separate license issued to each facility, on Indian lands where the tribe elects to allow Class II or Class III gaming.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa. See 25 C.F.R. Section 502.23 for identical scope.

Annotations: Formerly codified at 11-1-3(L), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment adds "Gaming" to the front of this definition. 2010 Amendment deletes "by a tribe" after "issued".

- R. "Gaming Facility Operator" means any Person with full authority and responsibility for the operation and management of Gaming Operations.

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

- S. "Gaming Manager" means the General Manager of the Gaming Operation.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(P), Pueblo of Acoma Laws 2003 (2009 Replacement).

- T. "Gaming Operation" means each entity authorized and/or licensed by the tribe, which operates games, receives the revenues, issues the prizes and pays the expenses.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa. See 25 C.F.R. 502.10 for identical definition. Amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at 11-1-3(Q), Pueblo of Acoma Laws 2003 (2009 Replacement). 2016 Amendments removed "economic" before "entity" and added "authorized and/or" after "entity".

- U. "Gaming Premises" means any room, hall, enclosure, or gaming floor within a Gaming Facility where Class II or Class III Gaming is operated or conducted.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(O), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment

replaces former definition which read, "Gaming Establishment or Premises" means any facility where gaming other than Class I gaming is operated or conducted, including all buildings, improvements, equipment and facilities used or maintained in connection with such gaming.

V. "Gaming Vendor" means a person that provides Gaming Equipment, Gaming Devices, and Gaming Supplies, regardless of monetary value, to the Acoma Gaming Enterprise. A "Gaming Vendor" does not include:

1. the Tribe or Acoma-owned businesses;
2. Automobile, truck, and motorcycle dealerships,
3. Utility companies;
4. Federal, state and local governments;
5. Non-Profit Organizations;
6. Courier and shipping services;
7. Law and accounting firms;
8. Travel agencies, training, seminars and travel-related services;
9. Insurance companies;
10. Health-care providers;
11. Non-gaming publicly traded companies;
12. National or local entertainment acts;
13. Print media companies, including newspaper, magazine, and billboard companies;
14. Television and radio companies;
15. Petty cash fund purchases;
16. Banks;
17. Financial Institutions;
18. Any other Person that is licensed by a federal or state entity;
19. Any other Person whose activities do not directly relate to Class III Gaming.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments added "regardless of monetary value" after "Gaming Supplies" and added the final sentence, including the list.

W. "IGRA" means the Indian Gaming Regulatory Act.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(S), Pueblo of Acoma Laws 2003 (2009 Replacement).

X. “Key Employee” means a person who performs one or more of the following functions:

1. Bingo caller;
2. Counting Room Supervisor;
3. Chief of Security;
4. Custodian of Gaming Supplies or Cash;
5. Floor Manager;
6. Pit Boss;
7. Dealer;
8. Croupier;
9. Approver of Credit;
10. Surveillance Supervisor;
11. Custodian of Gambling Devices, including persons with access to cash and accounting records within such devices;
12. If not otherwise included, any other Gaming Employee whose total cash compensation is in excess of \$50,000.00 per year or the four most highly compensated Gaming Employees in the gaming operation.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; revised and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa. See 25 C.F.R. Section 502.14 definition.

Annotations: Formerly codified at 11-1-3(T), Pueblo of Acoma Laws 2003 (2009 Replacement). The October 2008 Amendments included “(3) Counting Room Supervisor and Count Room Personnel” and (10) Approver of Credit” as “Key Employees”. The 2010 Amendment replaces “performing” with “who performs” and adds “functions” to the beginning of this definition. The 2010 Amendment replaces “(1) Bingo employees” with “(1) Bingo Caller,” deletes “Cage Personnel,” “Count Room Personnel,” “and all other security officers,” “and all other surveillance personnel,” Custodian of Gambling Devices, including persons with access to cash and accounting records within such devices,” Restaurant manager,” “Facilities manager,” “Housekeeping manager,” “Executive administrative assistances or assistants with access to proprietary information,” and “Information Systems personnel” from the definition of “Key Employee. The 2010 Amendment also revises paragraph (12) by including, “If not otherwise included,” to the beginning, replacing “person” with “Gaming Employee,” and replacing “five” with “four”.

Y. “Licensee” means any person who holds a valid license pursuant to the provisions of this Gaming Ordinance.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(U), Pueblo of Acoma Laws 2003 (2009 Replacement).

Z. “Management Contract” means any contract, subcontract or collateral agreement between the Pueblo and a contractor or between a contractor and a sub contractor, if such contract or agreement provides for the management of all or part of the Gaming Operation.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(V), Pueblo of Acoma Laws 2003 (2009 Replacement).

AA. “Management Fee” means any amount paid from gaming revenue to any Person or entity contracted and/or licensed to operate a Gaming Facility. In no event shall the Management Fee include amounts for operating expenses.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(W), Pueblo of Acoma Laws 2003 (2009 Replacement).

BB. “Net Revenues” means gross gaming revenues of the Gaming Operation less a.) amounts paid out as or paid for prizes; b.) total gaming related operating expenses excluding Management Fees.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(Z), Pueblo of Acoma Laws 2003 (2009 Replacement).

CC. “NIGC” means the National Indian Gaming Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(X), Pueblo of Acoma Laws 2003 (2009 Replacement).

- DD. “Non-Profit Organization” means an organization recognized by the Pueblo whose objective is to support or engage in charitable activities of benefit to the Pueblo of Acoma or its members.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa, amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(C), Pueblo of Acoma Laws 2003 and at 11-1-3(Y), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced the former definition in its entirety. Former definition read: “means an organization not for profit, which is operated for charitable, religious, educational or public purposes within Acoma lands and which has been so engaged for two (2) years immediately prior to conducting or operating a bingo game.” The 2010 Amendment deletes “legally constituted” immediately before “organization,” and inserts “recognized by the Pueblo,” immediately after “organization.” The 2010 Amendment adds “charitable” before “activities,” replaces “public or private interest without any commercial or monetary profit,” with “benefit to the Pueblo of Acoma or its members.”

- EE. “Occasion” means a gathering at which bingo games are played.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution Nos: TC-Sept-24-97-6A, TC-JUL-16-08-VIa and TC-OCT-31-08-VIa; restated by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(D), Pueblo of Acoma Laws 2003, and at 11-1-3(AA), Pueblo of Acoma Laws 2003 (2009 Replacement).

- FF. “Person” means a natural person, firm association, corporation or other legal entity except the Pueblo of Acoma.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, restated by Tribal Council Resolution Nos: TC-Sept-24-97-6A, TC-JUL-16-08-VIa and TC-OCT-31-08-VIa; restated by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-3(CC), Pueblo of Acoma Laws 2003 (2009 Replacement).

GG. “Primary Management Official” means:

1. A Person having management responsibilities for the Gaming Operation or a Management Contract;
2. The general manager of the Acoma Gaming Enterprise, or any other licensed Gaming Facility;
3. The chief executive officer of the Acoma Business Enterprise;
4. The chief operations officer of the Acoma Business Enterprise;
5. The chief financial officer of the Acoma Business Enterprise;
6. If not otherwise included, any other Gaming Employee who has the authority:
 - a. To hire and fire employees or
 - b. To set up working policy for the gaming operation.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, revised and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa. See 25 C.F.R. Section 502.19 for federal requirements.

Annotations: Formerly codified at 11-1-3(DD), Pueblo of Acoma Laws 2003 (2009 Replacement). The October 2008 Amendments included paragraph 6, “Any person who has the authority to hire and fire employees or to set up working policy for the gaming operation” as a “Primary Management Official”. The 2010 Amendment further revises paragraph 6 by adding, “If not otherwise included,” to the beginning, replaces “person” with “other Gaming Employee.” The 2010 Amendment also deletes from the definition, “The operations manager,” “the human resources director,” “the marketing director,” and “Any other person who has financial management responsibility or any other person working with or for the casino whose total cash compensation is in excess of \$50,000.00 per year and whose duties are not indicative of a key employee.”.

HH. “Pueblo/Tribe/Tribal” means Pueblo of Acoma.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(BB), Pueblo of Acoma Laws 2003 (2009 Replacement).

II. “Premises License” means a separate license issued by a tribe to each Gaming Premises where the tribe elects to allow Class II or Class III gaming.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(M), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment renames this definition from “Site License” to “Premises License” and replaces “site, place, or location on Indian lands” with “Gaming Premises.”

JJ. “Small Bingo Game” means a bingo game or games conducted or operated by a Non-Profit Organization in accordance with the provisions of Sections 11-1-5 and 11-1-9 of this Ordinance and which is expressly permitted by the Commission.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(G), Pueblo of Acoma Laws 2003, and at 11-1-3(EE), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments deleted “does not exceed in the aggregate one thousand, five hundred dollars (\$1,500.00) in gross receipts per occasion” and replaced with “is expressly permitted by the Commission.” The 2010 Amendment removed brackets around “11-1-5” and “11-1-9.”

KK. “Tribal Bingo Game” means a bingo game or games conducted or operated by the Tribe in accordance with the regulatory procedures and all applicable sections of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, restated by Tribal Council Resolution No. TC-Sept-24-97-6A, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(I), Pueblo of Acoma Laws 2003, and at 11-1-3(FF), Pueblo of Acoma Laws 2003 (2009 Replacement). 2008 Amendments deleted “provisions of Section 11-1-6 and Section 11-1-7 of this Title” and replaced with “regulatory procedures and all applicable sections of this Ordinance.”

LL. “Tribal Council” means the Acoma Tribal Council.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(K), Pueblo of Acoma Laws 2003 (2009 Replacement).

MM. “Video gaming” or “video games of chance” means electronic or electromechanical video devices that stimulate games of chance commonly referred to as poker, blackjack, craps, roulette, line-up symbols and/or numbers, or other common gambling forms which are activated by the insertion of a coin, token, or currency, and which award game credits, cash, tokens, or replays, and contain meters or devices to record credits received and paid out, and unplayed credits or replays.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution Nos. TC-Sept-24-97-6A, TC-JUL-16-08-VIa, TC-OCT-31-08-VIa, and TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-2(J), Pueblo of Acoma Laws 2003, and at 11-1-3(GG), Pueblo of Acoma Laws 2003 (2009 Replacement).

NN. “Weapons” means any object(s) that can be used to inflict bodily harm or injury but not limited to knives, tasers, mace, pepper spray and firearms.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-3(HH), Pueblo of Acoma Laws 2003 (2009 Replacement).

11-1-4

Gaming Limited. No Person may hold, operate or conduct any Class II or Class III gaming within the boundaries of the Pueblo of Acoma (1) except a Small Bingo Game conducted or operated by a non-profit organization in accordance with the provisions of this Ordinance, or (2) unless such gaming is owned, conducted or operated by the Pueblo of Acoma in accordance with the provisions of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-3, Pueblo of Acoma Laws 2003. The 2008 Amendments deleted “games of bingo or video” and replaced it with “Class II or

Class III”, deleted “or other games authorized by this Ordinance” immediately before “within the boundaries” and deleted “tribal bingo game, video gaming or other games” and replaced with “unless such gaming is owned” in subsection (2).

11-1-5

Scope of Gaming. The Pueblo of Acoma permits the following kinds of public gaming:

- A. Bingo, Pull Tabs, etc. The Pueblo of Acoma hereby allows bingo or lotto, pull tabs, punch boards, tip jars, instant bingo and games similar to bingo, and nonbanking card games considered as Class II under federal law, as regulated by this Ordinance and applicable regulations.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; restated by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-8(A), Pueblo of Acoma Laws 2003. The 2008 Amendments added “and applicable regulations” to the end of the sentence.

- B. Video Gaming. Video gaming machines are hereby authorized at gaming facilities as regulated by this Ordinance and applicable regulations.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; restated by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-8(B), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “under Pueblo of Acoma law” with “as regulated by this Ordinance and applicable regulations.”

- C. Casino Gaming. Casino gaming, in any and all forms, includes, but is not limited to, slot machines and other forms of electronic gaming devices; all forms of poker, blackjack and other card games, both banked and unbanked; roulette; craps; keno; wheel of fortune, pai gow; simulcasting, and other games played in casino settings; and any form of a lottery.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01, restated by Tribal Council Resolution No. TC-July-19-94-1-5b, revised by Tribal Council Resolution No. TC-Sept-24-97-6A, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formally codified at § 11-1-8(C), Pueblo of Acoma Laws 2003. The 2008 Amendments replaces entire section. Former section as revised by the 1997 Amendments, read: “Casino gaming, which includes, but is not limited to: (1) Any house banked game, including but not limited to: (a) Card games such as baccarat, chemin de fer, black jack (21) and poker; (b) Casino games such as roulette, craps and keno; (c) Slot machines; ~~(2) Any sports betting and parimutuel wagering~~ and (2) Lotteries.” The 1997 Amendments are shown in underline and strikeout.

- D. Gaming Compact. The scope of Gaming permitted under this Ordinance shall be restricted by the gaming compact signed by the Pueblo of Acoma and signed, deemed or otherwise approved by the Secretary of the Interior, pursuant to the Indian Gaming Regulatory Act (IGRA). Class III gaming, as defined in the federal IGRA, is authorized only to the extent that a gaming compact is signed by the Pueblo and signed, deemed or otherwise approved by the Secretary of the Interior.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised by Tribal Council Resolution No. TC-Sept-24-97-6A, restated by Tribal Council Resolution No. TC-AUG-7-01-03, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-8(D), Pueblo of Acoma Laws 2003, The Federal Indian Gaming Regulatory Act (“IGRA”), is found at 25 U.S.C. §§ 2701-2721 [Public Law 100-497, 102 Stat. 2467-2488]. The 1997 Amendments deleted “Scope of” immediately before “Gaming permitted” and the 2008 Amendments reinserted the deletion. The 1997 Amendments replaced “may” with “shall,” inserted “by the Pueblo of Acoma” after the first “signed” and inserted “signed, deemed” before “or otherwise approved” all in the first sentence. The 1997 Amendments inserted “by the Pueblo and signed, deemed” in the second sentence.

11-1-6

Small Bingo Games. A Non-Profit Organization may conduct or operate a Small Bingo Game within the boundaries of the Pueblo of Acoma in accordance with the provisions of this Ordinance, subject to the following restrictions:

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, revised and restated by TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-4, Pueblo of

Acoma Laws 2003. The July 2008 Amendments deleted “exterior” and replaced it with “interior” immediately before “boundaries.” The July 2008 Amendments also deleted the section reference immediately after “provisions of.”

Annotation 2: The October 2008 Amendments inserted “or an individually owned gaming operation” immediately after “non-profit organization” and the 2010 Amendment deletes that 2008 insert. The 2010 Amendment deleted the term “interior” immediately before “boundaries.”

- A. Each Class II Gaming Operator must be licensed and regulated under this Ordinance.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: 2010 Amendment replaces “Such gaming operation” with “Each Class II Gaming Operator,” and deletes the ending clause, “or resolution approved by the Chairman.”

- B. Income to the Pueblo from any Small Bingo Game may be used only for the purposes listed in 25 C.F.R. § 522.4(b)(2).

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation: 2010 Amendment replaces “individually-owned gaming operation” with “Small Bingo Game.”

- C. Not less than sixty percent of the Net Revenues from such activity must be paid as income to the Pueblo. However, a licensed Non-Profit Organization providing charitable goods or services to the Pueblo of Acoma or its members is hereby authorized to use the Pueblo’s share of net gaming revenues from its Small Bingo Games for charitable purposes, provided the Pueblo receives an annual report by February 15 of the following year showing dates of operation, Net Win, Net Revenues, including a calculation of the Pueblo’s 60% share, for each date with annual totals and a description of the charitable activities which benefitted the Pueblo or its members during the previous year.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation: The 2010 Amendment inserts a new second sentence.

- D. The owner of any such operation must pay an assessment to the

NIGC pursuant to 25 C.F.R. § 514.1.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotation: 25 C.F.R. Section 514.1 requires no assessment for gaming operation with net revenues under \$1,500,000.

- E. Such operation must meet or exceed licensing standards that are at least as restrictive as those established by New Mexico State law governing similar gaming.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa.

- F. Any Person that would not be eligible to receive a New Mexico State license to conduct the same activity within its jurisdiction, shall be denied a license. State law standards shall apply with respect to purpose, entity, pot limits, and hours of operation.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa.

- G. No Pecuniary Benefit. Each Non-Profit Organization shall maintain such status and no member, director, officer, employee or agent of the non-profit organization may receive any direct or indirect pecuniary benefit other than being able to participate in the game on a basis equal to all other participants.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-4(A), Pueblo of Acoma Laws 2003. 2010 Amendment replaces “The” with “Each” at the beginning of the sentence

- H. Conduct of Game. No Person except a bona fide local member of the sponsoring Non-Profit Organization may participate directly or indirectly in the conduct or operation of the game. All Persons who hold, operate, conduct or assist in holding or conducting a Small Bingo Game shall be bona fide local members of the sponsoring organization.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa, amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-4(C) and (G), Pueblo of Acoma Laws 2003. 2010 Amendment inserts “Non-Profit” between “sponsoring” and “Organization” in the first sentence.

11-1-7

Tribal Gaming.

- A. Authorization. The Pueblo of Acoma is authorized to hold, operate and conduct 1) Class II gaming, subject to any restrictions specifically set forth in this Ordinance and applicable federal law; and 2) Class III gaming as set forth in the Gaming Compact, provided that the Pueblo of Acoma find suitable sites for gaming operations and that the conduct of such games will not reduce, endanger, interfere with, or harm tribal revenues, land use, or the public welfare of Pueblo of Acoma. The State of New Mexico ("State") does not have any control or authority over the Pueblo unless specifically authorized by the United States Congress ("Congress"). Congress has neither authorized the State to regulate Class II Gaming on Pueblo Lands nor has it allowed the State to collect revenue-sharing on Class II Gaming.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-5(A), Pueblo of Acoma Laws 2003. The Tribal Council in TC-Apr-17-96-2 chartered the Acoma Pueblo Business Board and in TC-OCT-16-96-3A approved the Bylaws of the Acoma Pueblo Business Board. At that time, the Tribal Council delegated to the Acoma Business Board oversight of all tribal enterprises, including tribal gaming operations.

Annotation 2: The 2008 Amendments replaced former section 11-1-5(A), Pueblo of Acoma Laws 2003, which read: “The Acoma Pueblo may hold, operate and conduct tribal bingo and/or video and other authorized games provided it can find suitable site(s) for gaming operation(s) and that the conduct of such games will not reduce, endanger, interfere with or harm tribal revenues, land use, or the public welfare of Acoma Pueblo”.

Annotation 3: The 2010 Amendment replaced “as” with “subject to any restrictions specifically,” in paragraph (1).

Annotation 4: The 2016 Amendments added the final two sentences.

- B. Gifts Prohibited. Members of the Tribal Council, Tribal Administration, Commission, Business Board of Directors, and employees of each,

including their immediate families, shall receive no personal compensation reimbursement or payment from any person doing or wishing to do business with the Pueblo of Acoma relating to gaming or from any person wishing to obtain an unfair advantage in any authorized wager on gaming. This prohibition of gifts does not include the acceptance of meals. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Pueblo of Acoma and the offending person shall be prosecuted to the fullest extent possible, under all applicable laws for accepting a bribe. The Commission shall cooperate to the fullest extent with any tribal, state or federal law enforcement agencies to pursue prosecution under applicable tribal, state or federal law.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

- C. Gaming Manager. The Gaming Manager shall supervise the administration of this section pursuant to rules and regulations governing the holding, operating and conducting of gaming developed by the Commission and approved by Tribal Council which shall be in accordance with, and shall not violate the provisions of this Ordinance. The Gaming Manager or his designee, shall insure that all gaming activity shall be held, operated and conducted in conformity with the provisions of this Ordinance, any Management Contract as approved by the Tribal Council of the Pueblo of Acoma, the Compact, and the Indian Gaming Regulatory Act ("IGRA") (25 U.S.C. §§ 2701-2721) [Public Law 100-497, 102 Stat. 2467-2488].

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised by Tribal Council Resolution No. TC-Sept-24-97-6A, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotation 1: Formerly codified at § 11-1-5(B), Pueblo of Acoma Laws 2003. The 1997 Amendments added "the Gaming Compact" immediately before "and the Indian Gaming Regulatory Act" in the second sentence. The 2008 Amendments modified this same phrase by deleting "Gaming" before "Compact".

Annotation 2: The 2008 Amendments deleted "tribal" immediately after "conducting of" in the first sentence. The 2008 Amendments also replaced "provide for the rental or purchase of premises and equipment required for the operation of tribal gaming, and shall provide that tribal gaming" with "insure that all gaming activity" in the second sentence. The 2008 Amendments added the reference to the Indian Gaming Regulatory Act.

Annotation 3: The 2010 Amendment replaces “adopted” with “developed” and inserts “and approved by Tribal Council” in the first sentence.

- D. Management Requirements. The Gaming Manager shall manage the Acoma Gaming Enterprise on Pueblo of Acoma Land pursuant to the employment policies of the Acoma Business Board dba Acoma Business Enterprises in compliance with the Compact and the Indian Gaming Regulatory Act (IGRA). Tribal employees assigned to work at the Gaming Operation shall be subject to the laws of this Ordinance and the Compact.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept-24-97-6A; revised by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: The Tribal Council in TC- OCT-16-96-3A approved the Bylaws of the Acoma Pueblo Business Board. At that time, the Tribal Council delegated to the Acoma Business Board oversight of all tribal enterprises, including tribal gaming operations. (Business Board Bylaws, Sections 1.01 and 1.02). Bylaws Section 1.01(5) states that the Business Board will, with regard to Personnel Policies, “approve personnel policies and procedures, including those related to selection, promotion, discipline, dismissal, salary, benefit scales, employee grievances, equal opportunity practices, and employment preferences for Pueblo tribal members, which shall be developed in cooperation with the Pueblo’s and the Casino’s human resource departments.”

Annotation 2: Formerly codified at § 11-1-5(C), Pueblo of Acoma Laws 2003. The 1997 Amendments replaced “or, if they are not applicable, with the consent of the Governor or the Acoma Gaming Commission” with “as approved by the Acoma Tribal Council or its designee. The most recent policies applicable to the Pueblo as a whole, or its business enterprises or casino specifically shall apply to tribal gaming.” immediately after “employment policies of the Pueblo of Acoma.” The 2008 Amendments replaced the 1997 Amendments with “the Compact and the Indian Gaming Regulatory Act (IGRA) or, to the extent such are not applicable, as with the consent directed by the Tribal Council or the Commission as approved by the Tribal Council or its designee.” The 2008 Amendments added the final sentence.

Annotation 3: The 2010 Amendment replaces “each tribal gaming operation” with “the Acoma Gaming Enterprise,” replaces “Pueblo of Acoma,” with “Acoma Business Board dba Acoma Business Enterprises in compliance with” in the

first sentence. The 2010 Amendment also deletes the following ending phrase from the first sentence, “or, to the extent such are not applicable, as with the consent directed by the Tribal Council or the Commission as approved by the Tribal Council or its designee.”

E. Roles and Responsibilities. The Gaming Manager shall have the following roles and responsibilities:

1. To furnish, equip and maintain the Gaming Premises as shall be required for the operation under this Ordinance. The acquisition of all gaming devices is subject to Acoma Business Enterprise’s Procurement Policies and Procedures.
2. To employ, direct, supervise, manage, control, promote, demote, discharge, fix the compensation and define the roles and responsibilities of Gaming Employees in accordance with this Ordinance.
3. To hold, operate and conduct Gaming in accordance with the provisions of this Ordinance, Tribal-State Gaming Compact, IGRA and other applicable federal law.
4. To train and educate each Gaming Employee in the applicable tribal, state, and federal laws and policies, including this Ordinance, Tribal-State Gaming Compact and IGRA.
5. To train and educate Acoma employees to promote their ability for advancement in their respective department and in all levels of upper management in the Casino and to develop a training guide for such advancement.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-5(E), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “powers and duties” with “roles and responsibilities” throughout this section. The 2008 Amendments deleted “acquire, lease” immediately before “furnish” in the first sentence of subsection “1”. The 2008 Amendments replaced “such premises as” with “the gaming premises as” in the first sentence of subsection “1”. The 2008 Amendments replaced “of” with “under” in the first sentence of subsection “1”. The 2008 Amendments replaced the second sentence in subsection “1” with the current one. Former second sentence read: “Video gaming equipment leases or purchases need approval by Governor.” The

2010 Amendment deletes “as” immediately before “Gaming Premises”.

Annotation 2: The 2008 Amendments added “and in accordance with this Ordinance” to the concluding sentence of subsection “2”. The 2010 Amendment replaces “such officers, clerks, card sellers, callers, security guards and other employees as shall be required for the operation of this Ordinance” with “Gaming Employees.”

Annotation 3: The 2008 Amendments added “, Tribal-State Gaming Compact, IGRA and other applicable federal law” to the concluding sentence of section “3”.

Annotation 4: The 2008 Amendments deleted subsection “4” which read: “Without in any way limiting or being limited by the foregoing, to do all such things and perform all such acts as are deemed necessary or advisable for the purpose of carrying into effect the provisions of this ordinance” and former subsection “5” was renumbered as “4”. The 2008 Amendments deleted “a” immediately after employee in” and inserted “state” immediately after “tribal” in the first sentence of subsection “4”. The 2008 Amendments further replaced the concluding phrase in subsection 4 with “Tribal-State Gaming Compact and IGRA.” Former concluding phrase read: “the Indian Gaming Regulatory Act; and (b) safety procedures for employees and the public”.

Annotation 5: The 2008 Amendments inserted new subsection “5”.

F. Environmental, Public Health, Safety and Welfare.

1. Safety Training. The Gaming Manager shall assure that a committee or department is assigned the responsibility to protect the environmental, public health, safety and welfare of its patrons and employees.
2. Weapons/Firearms Prohibited. Prohibition of weapons/firearms with the exception of federal, state, county, municipal or Tribal law enforcement agents or officers, authorized as such. No Person shall possess firearms, and/or other concealable weapons, within the Gaming Facility or its premises.
3. Public Health, Safety, and Welfare Standards. The Gaming Operation shall assure that the Acoma gaming facilities are operated, built and maintained in a way that adequately protects the environment, public health, safety and welfare of the public pursuant to the Compact, IGRA, this Ordinance, and the Regulations.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa;

restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: The 2010 Amendment provides a heading for paragraph 3 and deletes “take all reasonable measures” immediately after “shall” in the first sentence.

Annotation 2: At paragraph 3, the 2016 Amendments added "pursuant to the Compact, IGRA, this Ordinance, and the Regulations" to the end of the first sentence, and deleted the entirety of the second sentence. Former second sentence read:

Such measures and assurance includes compliance with the following.

- a. Emergency Preparedness
- b. Construction and Maintenance
- c. Hazardous Materials
- d. Food and Water
- e. Sanitation
- f. Traffic Control Plan

Annotation 3: See Title 17, Pueblo of Acoma Uniform Construction Code, for construction standards.

- G. Net Revenues derived from all Class II and Class III gaming activity shall be deposited in a segregated account which shall contain only such money.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: The 2010 Amendment replaces the heading “Net profits” with “Net Revenues.”

- H. Use of Net Revenues. Net Revenues derived from all Class II and Class III gaming activity, after payment of operating costs and expenses, and after provisions for reserves, investment in and improvement of Gaming Operations in accordance with the yearly Gaming Business Plan and Budget have been made, which is sent to the Governor and Tribal Council for final approval. Use of such funds shall be consistent with Section 11-1-13(B) of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; reviewed and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-5(I), Pueblo of Acoma Laws 2003, and at 11-1-7(J), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced this entire sub-section. Former section, codified at 11-1-5(I), Pueblo of Acoma Laws 2003, read: “Net profits derived from Tribal Bingo and Video and other games, after payment of operating costs and management fees, if any, and after provisions for reserves, investment in and improvement of Tribal Bingo, Video and other games in accordance with the yearly Gaming business plan and budget has been made, shall be used in accordance with Tribal Council directives. The business plan and budget shall be reviewed by the Acoma Gaming Commission and sent to the Governor and Tribal Council for final approval.”

Annotation 2: The 2010 Amendment changed the heading “Use of Net Profits” to “Use of Net Revenue,” and replaced the term “profits” with “revenue” throughout. Also in the first half of the sentence, the 2010 Amendment replaces “management fees, if any,” with “expenses”. Finally, the 2010 Amendment replaces “reviewed by the Commission and” with “which is” in the second half of the first sentence.

- I. Polygraph Testing. All Gaming Employees may be subject to polygraph testing at any time and without notice concerning the handling, collection and/or disbursement of money.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-5(J), Pueblo of Acoma Laws 2003, and at 11-1-7(K), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced this entire sub-section. Former section, codified at 11-1-5(J), Pueblo of Acoma Laws 2003, read: “The Gaming manager and employees responsible for the holding, operation and conduct of tribal gaming in accordance with the provisions of this ordinance, shall be of good moral character and shall not have been convicted of any felony whatsoever, and as a condition of their contract of employment, shall agree to any lawful means of testing, including but not limited to polygraph testing at any time and without prior notice concerning the handling, collection, and/or disbursement of money. Screening of applicants shall be accomplished through any lawful means the Gaming Manager may choose which have been approved by the Acoma Gaming Commission. Full compliance with IGRA and this ordinance is required.”

Annotation 2: The 2010 Amendment inserts “Gaming”

immediately before “Employees” and replaces “responsible for the holding, operation and conduct of tribal gaming, including restaurant employees, in accordance with the provisions of this Ordinance, shall” with “may”.

- J. Drug Testing. All Gaming Employees, who hold a conditional license, may be subject to drug testing at any time. A conditional license is described in Section 11-1-11(G)(8)(b) and in Section 11-1-20(A)(3) of this Ordinance.

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

11-1-8

Operation of Games.

A Inspections.

1. By Pueblo: The Gaming Facility and Gaming Operation where any gaming is being held, operated and conducted shall at all times be open to inspection by the Commission and its staff. Upon reasonable notification to the Commission, the following groups may inspect the Gaming Facility and Gaming Operation: the Tribal Council, Tribal Administration, the external auditors, the Acoma Fire Chief, Chief of Police, and the Indian Health Service Environmental Health representatives.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-6(A)(1), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “all” with “approved” immediately before “times.” The 2010 Amendment reversed those 2008 Amendments. The 2008 Amendments replaced “agents, Acoma Tribal Administration, Council, and upon authorization by the Governor or his designee, by the Acoma Accounting Manager, auditors, National Indian Gaming Commission representatives, and Acoma Police Chief” with “staff” in the first sentence. The 2008 Amendments adds a new second sentence.

Annotation 2: The 2010 Amendment provided the current heading for this subsection and replaced “premises” with “Gaming Facility and Gaming Operation” throughout this subsection.

2. By Federal: National Indian Gaming Commission (NIGC) representatives upon presentation of proper identification, shall

have access to and allow for photocopying, all papers, books, and records (including computer records) concerning Class II gaming or any other matters for which the NIGC requires such access to carry out its duties.

If such papers, books, and records are not available at the location of the gaming operation, the Gaming Operation shall make them available at a time and place convenient to the NIGC's authorized representative.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; restated by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation: The 2010 Amendment provides the current heading to this subsection.

3. By State: Upon reasonable notification to the Commission, the State Gaming Representative shall have access to inspect a Gaming Facility and any Class III Gaming activity, including all Gaming Machines, and to inspect, verify, and obtain copies (either scanned electronically or in paper form), of any and all records relating to any Class III Gaming of the Tribe, as provided by the Compact.

Any information, documents, or communication provided to the State Gaming Representative, his agents or contractors, or to any other official, agency or entity of the State by the Tribe, the Commission or the Acoma Gaming Enterprise are confidential as provided by the Compact.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-6(A)(3), Pueblo of Acoma Laws 2003. The 2008 Amendments adds the first clause to the sentence in this subsection. The 2010 Amendment provides the current heading to this subsection.

Annotation 2: The 2016 Amendments replaced the entirety of this section to comply with § 4(E)(3) and (4) of the 2015 Compact. Former paragraph 3 read: "Upon reasonable notification to the Commission, the State Gaming Representative shall have access to inspect those areas of the gaming operations as provided by the Compact."

- B. Compliance. The operation of all Class II or Class III games shall be conducted in strict accord with this Ordinance and regulations enacted by the Commission to implement this Ordinance.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: The 2010 Amendment deletes “the regulatory policies and procedures for such games in” immediately after “accord with,” inserts “and regulations enacted” immediately after the first “Ordinance” and inserts “to implement this Ordinance”.

- C. Wager and Prize Limit. There shall be no limit on the wager (bet) or on the size of the prize offered or given in any single Class II or Class III game, except as may otherwise be required by this Ordinance, federal law or regulations, or the Compact.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-6(D), Pueblo of Acoma Laws 2003. The 2008 Amendments changed the heading from “Prize Limits” to its current one. The 2008 Amendments inserted “wager (bet) or on the” immediately before “size,” replaced “game of bingo, video or other gaming” with the concluding phrase beginning with “Class II.”

Annotation 2: The 2010 Amendment replaced “be outlined in the Acoma Gaming Regulations and displayed on any particular game” with “otherwise be required by this Ordinance, federal law or regulations, or the Compact.”

- D. Identification. Each Person who holds, operates or conducts, or assists in holding or conducting of any Class II or Class III gaming activity shall wear, in plain view, a legible gaming license showing at a minimum the person’s name and status as Gaming Employee.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-6(F), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced, “tribal bingo, video or other games shall wear a legible tag

or gaming license showing the person's name and the words Acoma Pueblo" with the concluding phrase beginning with "of any Class II."

Annotation 2: The 2010 Amendment inserts "at a minimum" immediately after "license showing" and replaced "all other information as required by the Commission, including color codes indicating general information regarding each department" with "status as Gaming Employee".

- E. Employee Gambling. Any Person who holds, operates or conducts, or assists in holding, operating or conducting, any Class II or Class III game, or any other employee of the Gaming Operation shall be prohibited from gambling in the department which such Person is working.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa

Annotation 1: Formerly codified at § 11-1-6(G), Pueblo of Acoma Laws 2003. The 2008 Amendments inserted a heading for this section. The 2008 Amendments replaced "No" with "Any" in the beginning of the sentence. The 2008 Amendments replaced "a game of bingo, video or other gaming may play at the session of the game at which such person is working" with the concluding phrase beginning with "any Class II".

Annotation 2: The 2010 Amendment deletes "except as may be outlined in the Acoma Gaming Regulations" from the end of this sentence.

- F. Age of Patrons. No Person under the age of twenty-one (21) shall be allowed to participate in any Class III gaming activity. No Person under the age of eighteen (18) shall be allowed on the gaming floor either as a spectator or for any other reason. Any Person age eighteen (18) or older may participate in Class II gaming activity. Any Person under the age of eighteen (18) may be present and play at Small Bingo Games if accompanied by a parent or legal guardian.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotation 1: Formerly codified at § 11-1-6(H), Pueblo of Acoma Laws 2003. The 2008 Amendments changed the heading from "Age" to its current one. The 2008

Amendments replaced the entire section. Former section, as revised by the 1997 Amendments read: "No person under the age of eighteen (18) shall be allowed within the premises either as a spectator or as a player during any session of tribal gaming. No person under the age of twenty-one (21) years shall be allowed to work or participate in any Class III gaming activities. At small bingo games, persons under eighteen (18) years of age shall be allowed to be present and play if accompanied by a parent or legal guardian." The 1997 Amendments are shown in underline.

- G. Security. All security requirements shall be maintained in strict accord with the requirements and standards set forth in this Ordinance, the regulations developed by the Commission, and approved by Tribal Council to implement this Ordinance. The security plan for the Gaming Operation shall be reviewed with the Commission at least once each year.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept.-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-6(K), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced this entire section. Former section as revised by the 1997 Amendments read: "Acoma Gaming Enterprise shall have adequate security, which at a minimum shall require at least two (2) security people on duty at all times. Video gaming and all Class III gaming shall have an electronic and video surveillance system installed and operating. Video tapes from surveillance shall be maintained for a reasonable period of time. The security plan for the Acoma gaming operation shall be reviewed with the Acoma Gaming Commission at least once each year." The 1997 Amendments are shown in underline.

Annotation 2: The 2010 Amendment replaces "regulatory procedures or as further directed" with "regulations developed" and inserts ", and approved by Tribal Council, to implement this Ordinance" both in the first sentence.

11-1-9

Violations; Jurisdiction; and Disciplinary Proceedings.

- A. Criminal Penalties. Any Person(s) who violate any provision of this Ordinance, or any rule or regulation authorized thereunder, shall be guilty of a criminal offense punishable by a fine of not more than Five Thousand Dollars (\$5,000.00) per offense, or by imprisonment for not more than one (1) year, or both. No penalty set forth herein shall conflict with federal law regarding the criminal jurisdiction applicable to

non-Indians.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-7(A), Pueblo of Acoma Laws 2003. The 2008 Amendments inserted a heading for this subsection, replaced “and” with “of” immediately after “fine,” and increased the fine from “500” to “5,000,” inserted “per offense” immediately after “(\$5,000.00)” and increased the term of imprisonment from 6 months to 1 year. The 2008 Amendments inserted the second sentence.

Annotation 2: The 2010 Amendment replaced “imprisonment of” with “criminal jurisdiction applicable to”.

- B. Civil Penalties. Any Person(s) who violate any provision of this Ordinance, or any rule or regulation authorized thereunder, may be subject to a civil penalty not to exceed Five Thousand Dollars (\$5,000.00), plus costs, for each violation.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-7(B), Pueblo of Acoma Laws 2003. The 2008 Amendments inserted a heading for this subsection, replaced “shall be liable” with “may be subject to” immediately before “a civil penalty” and increased the fine from \$500 to \$5,000. The 2008 Amendments inserted the second sentence.

Annotation 2: The 2010 Amendment deletes the entire second sentence. Former second sentence read: “Each 24-hour period for which a person fails to cease or correct such violation after being ordered to do so, shall constitute a separate violation.”

- C. Jurisdiction. The Commission shall have jurisdiction over all civil violations of this Ordinance and over all Persons who are parties to a Management Contract entered pursuant thereto, and may, in addition to the penalties prescribed in Subsections (A) and (B) above, grant such other relief as is necessary and proper for the enforcement of this Ordinance and of the provisions of any Management Contract entered pursuant thereto, including, but not limited to, injunctive relief against acts in violation thereof. Nothing, however, in this Ordinance shall be construed to authorize or require the criminal trial and

punishment of non-Indians except to the extent allowed by the Gaming Compact, any applicable Act of Congress or any applicable federal court decision.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept.-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-7(C), Pueblo of Acoma Laws 2003. The 1997 Amendments adds “the Gaming Compact” immediately after “to the extent allowed by” in the second sentence. Consistent with IGRA, the Gaming Compact entered into with the State of New Mexico, now codified at Acoma Laws 2003, Title Eleven, Chapter 2, authorized the creation of a Memorandum of Understanding concerning jurisdiction to enforce state gaming laws on the Pueblo. On April 16, 1998 The Acoma Pueblo Governor and the District Attorney for the Thirteenth Judicial District entered into a Memorandum of Understanding for such purpose. The Memorandum of Understanding is set out in the Annotation to that section of Acoma Laws.

Annotation 2: The 2008 Amendments added a third sentence, but was removed by the 2010 Amendment. That third sentence read: “The Commission shall be entitled to recover its costs including reasonable attorney fees in addition to any penalty”.

Annotation 3: The 2016 Amendments deleted "present or future" before "Act of Congress".

- D. Disciplinary Proceedings. All disciplinary proceedings involving licensees shall be administered consistent with this Ordinance under the Disciplinary Proceedings Regulations.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: The 2010 Amendment inserts “involving licensees” immediately after “disciplinary proceedings” and inserts “consistent with this Ordinance” immediately after “administered”.

11-1-10 Agents for Service of Process.

- A. Agents. The Agents for Service of Process shall be the Executive

Director and the Chairman of the Commission, with a copy to the Acoma Gaming Enterprise and Gaming Manager.

- B. Addresses for Service of Process. The service of process shall be sent to:

Pueblo of Acoma Gaming Commission
Interstate 40, Exit 102
Pueblo of Acoma, NM 87034

Or at the mailing address of:
P.O. Box 454
Pueblo of Acoma, NM 87034

Acoma Gaming Enterprise and Gaming Manager
Interstate 40, Exit 102
Pueblo of Acoma, NM 87034

Or at the mailing address of:
P.O. Box 310
Pueblo of Acoma, NM 87034

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: The 2010 Amendment revises the heading to subsection (A) to its current one, and replaces “and may be contacted at:” with “, with a copy to the Acoma Gaming Enterprise and Gaming Manager” at the end of subsection A.

Annotation 2: The 2010 Amendment inserts a new subsection (B) and provides the address for Acoma Gaming Enterprise and Gaming Manager.

Annotation 3: The 2016 Amendments updated the address for each entity, and removed phone numbers.

11-1-11 Acoma Gaming Commission ("AGC" or "Commission").

- A. Establishment of the Commission, Appointment and Terms, Ex-Officio Members.

1. Establishment, Appointment and Terms. The Tribal Council established the Commission. The Commission consists of a minimum of three (3) and a maximum of five (5) members.

Prospective members of the Commission shall be recommended by the Governor. Each candidate shall be approved by a majority vote of the Tribal Council. Members of the Commission shall be chosen for a term of four (4) years or the remainder of the term being filled. Each member of the Commission shall hold office from the date of appointment and qualification until the successor shall have been duly appointed by the Tribal Council and qualified, unless earlier removal, resignation, death or incapacity shall occur. An individual may serve more than one (1) consecutive term on the Commission.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(A), Pueblo of Acoma Laws 2003. The 2008 Amendments inserted a period after the first "Commission" and replaced "consisting" with "The Commission shall consist" at the beginning of the second sentence.

Annotation 2: The 2008 Amendments replaced "appointed" with "recommended" and deleted "with the approval of Tribal Council" at the end of the second sentence.

Annotation 3: The 2008 Amendments inserted the entire third and fourth sentences in lieu of a former sentence which read: "One member shall be selected for a term to expire at the end of 1995. A second member shall be selected for a term to expire at the end of 1996. The third member's term shall expire at the end of 1997. After the expiration of each initial term, succeeding members of the Acoma Gaming Commission shall be chosen for a full term of three (3) years to succeed those whose terms expire." The 2010 Amendment removes the fourth sentence that was inserted in 2008. Former fourth sentence read: "In order to establish staggered terms, the council appointed the first three (3) members of the AGC with terms which expired in 1995, 1996 and 1997. The 2010 Amendment also deleted "Succeeding" from the beginning of the new fourth sentence. The 2010 Amendment provides the heading for this subsection (A)(1).

Annotation 4: The 2008 Amendments replaced "elected" with "appointed by the Tribal Council" in the second to last sentence.

Annotation 5: The 2016 Amendments replaced "There is hereby" with "The Tribal Council" in the first sentence. In the second sentence, the 2016 Amendments, removed

"shall" before "consists". The 2016 Amendments added "Prospective members of the Commission" to the beginning of the third sentence.

2. Ex-Officio Members. The Governor may recommend an ex-officio member for the Commission to the Tribal Council. When approved by Tribal Council, the ex-officio shall participate as a Commissioner without authority to vote.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- B. Vacancies. The Tribal Council shall select a new commissioner to fill any vacancy on the Commission in the same way and subject to the same restrictions as applied to the appointment of a Commissioner whose removal, resignation, or death created the vacancy.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-10(B), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced "election of the" with "appointment of a" immediately before "Commissioner whose removal".

- C. Removal. Any Commissioner's seat shall be immediately vacated upon conviction of any misdemeanor or felony related to illegal gambling or bribery or having three (3) consecutive unexcused absences from Commission meetings. Cause for removal of a commissioner shall include, but not limited to, use of alcohol or drugs, which impairs performance of his/her duties, use of tribal position for personal gain, failure to perform commission duties according to this Ordinance and violation of any law of the Pueblo of Acoma of such nature as to bring discredit or disgrace to the Commission or the Pueblo.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-10(C), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced this entire section with the current one. Former section read: "Any Acoma Gaming Commissioner may be removed from office by the vote of the Tribal Council for neglect of duty, or poor performance in office, or for other good cause shown".

- D. Qualification of Commissioners. No individual shall be eligible for any

appointment to, or continued service on, the Commission, who

1. Has been convicted of a misdemeanor or felony, gaming related offense or bribery;
2. Has any financial interest in, or management responsibility for, any gaming activity; or
3. Has serious credit or other problems revealed by a credit check or background investigation.

Each Commissioner shall complete a Gaming License Application form, Confidentiality Agreement and Ethical Principles form and provide all requested background information as may be required by this Ordinance, the Tribal Council or any other proper authority of the Pueblo of Acoma. All commissioners shall be subject to a background investigation and standards as Primary Management Officials. Suitability determinations may be made upon appointment and reappointment.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotation 1: Formerly codified at § 11-1-10(D), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “any” with “a misdemeanor or,” deleted “or” before “gaming,” inserted “related” after gaming and included “or bribery” all in subsection (D)(1).

Annotation 2: The 2008 Amendments inserted “serious” before “credit” in subsection (D)(3).

Annotation 3: The 2008 Amendments replaced the entire final paragraph with the current one. Former final paragraph read: “Each Acoma Gaming Commissioner must be open minded and committed to the best interest of the entire Pueblo of Acoma. Each Commissioner shall complete an employment application form and privacy waiver providing background information and allowing investigation as desired by the Pueblo”.

- E. Compensation. All members of the Commission shall be reimbursed for all reasonable costs of travel, and other necessary expenses incurred by them in the performance of their duties. Members of the Commission may be granted stipends at rates approved by the Tribal Council. Only the Tribal Council may reduce or modify the stipend of any or all of the members of the Commission.

Origins: Tribal Council Resolution No. TC-July-19-94-1-

5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotation 1: Formerly codified at § 11-1-10(H), Pueblo of Acoma Laws 2003. The 2008 Amendments inserted “all reasonable costs of” immediately before “travel” in the first sentence.

Annotation 2: The 2008 Amendments replaced “shall be paid” with “may be granted stipends” and deleted “Governor and” before “Tribal Council” in the second sentence.

Annotation 3: The 2008 Amendments inserted the final sentence.

F. Conduct of Business. The Commission shall adopt Bylaws for the conduct of business, which shall include the following provisions:

1. The election of officers including a chairperson, a vice-chairperson and executive secretary; as well as the powers and duties delegated to each;
2. Conduct of meeting;
3. The Commission may go into executive session but may not take official action while in executive session;
4. A quorum shall consist of the Chairman or Vice-Chairman and any 2 members of the Commission. All decisions shall be made by a majority vote with a quorum present, unless indicated otherwise in this Ordinance or Bylaws.
5. The Commission shall issue monthly and quarterly written reports as required by the Tribal Administration and Tribal Council within 10 days at the end of each month and quarter, respectively, regarding the status of licensing, enforcement activity, and other matters handled by the Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: The 2010 Amendment replaces “only” with “not” in paragraph 3, and deletes “on matters concerning Commission personnel, licensing, and litigation.” from the end of paragraph 3.

Annotation 2: The 2010 Amendment inserts “with a

quorum present,” immediately after “majority vote” in the second sentence of paragraph 4.

Annotation 3: The 2010 Amendment deletes “/or” immediately after the first “and,” inserts “written” after “quarterly,” inserts “month and” before “quarter,” and inserts “respectively” after “quarter”.

- G. Powers and Duties of the Commission. The Commission is established for the limited purpose of regulating Gaming. To accomplish this purpose, the Commission shall only exercise those powers and duties specified herein and all other powers and duties not so specified shall be deemed prohibited, beyond the scope of Commission’s authority, or otherwise contrary to Acoma law. The Pueblo of Acoma delegates to the Commission the following specified powers and duties:

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-10(I), Pueblo of Acoma Laws 2003. The 2010 Amendments replaced the entire introductory paragraph to subsection (G) with the current one. Former introductory paragraph read: “The Commission shall have the following powers and duties:”

1. Oversight of Gaming Activities. The Commission shall have primary responsibility for overseeing the Gaming Operation, and all gaming activity to assure the integrity of gaming at Acoma and shall for that purpose employ an executive director and additional staff as needed to implement the licensing and compliance duties of the Commission. Any duly appointed inspector, auditor, executive director or other authorized agent of the Commission shall have access to all areas of the Gaming Facility and Gaming Operation. Such authorized personnel shall report to the Commission and the Gaming Manager regarding any failure by the Acoma Gaming Enterprise to comply with the provisions of this Ordinance and any other applicable laws, rules or regulations. All authorized personnel shall be licensed by the Commission, through its Executive Director, and subject to background investigations.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal

Annotation 1: Formerly codified at § 11-1-10(I)(1), Pueblo of Acoma Laws 2003. In the first sentence, the 2008 Amendments deleted “activity” immediately after “integrity of gaming” and replaced “one or more inspectors who shall be under the sole supervision of the Acoma Gaming Commission” with “at a minimum, the following employees: an executive director, auditor, lead compliance officer, and a licensing administrator.” The 2010 Amendment inserts “the Gaming Operation, and” immediately after “overseeing” and deletes “at a minimum, the following employees:” immediately before “executive director”. The 2010 Amendment also replaces, “auditor, lead compliance officer, and a licensing administrator,” with “and additional staff as needed to implement the licensing and compliance duties of the Commission.” at the end of the first sentence.

Annotation 2: The 2008 Amendments replaced the entire second sentence with the current one. The former second sentence read: “The Inspectors and Commissioners shall [have] access to all areas of any gaming facility at all times.” The 2010 Amendment replaces “any gaming facility at all times” with “the Gaming Facility and Gaming Operation” at the end of the second sentence.

Annotation 3: The 2008 Amendments replaced “The Inspector” with “Such authorized personnel” at the beginning of the third sentence, deleted “sound gaming business practices, any of” immediately after “comply with,” and inserted “rules or regulations” in the third sentence. The 2010 Amendment inserts “and the Gaming Manager” immediately after “Commission” in the third sentence.

Annotation 4: The 2008 Amendments replaced “Inspectors” with “authorized personnel” in the last sentence.

Annotation 5: The 2016 Amendments added “through its Executive Director” after “Commission” in the last sentence. Unless otherwise noted, the 2016 Amendments made this change throughout the remainder of the Gaming Ordinance.

2. Inspect and Copy. The Commission and its staff have the right to:
 - a. Inspect and examine all premises where gaming is conducted or gaming devices or equipment is manufactured, sold or distributed.
 - b. Inspect all gaming equipment and supplies in, upon or about such premises.

- c. Seize and remove from such premises and impound any gaming equipment, supplies, documents or records for the purpose of examination and inspection.
- d. Access and inspect, examine, photocopy and audit all papers, books, and records of any applicant or licensee, on his premises, or elsewhere, and in the presence of the applicant or licensee, or his agent, respecting the gross income produced by any gaming device or business, and require verification of income, and all other matters affecting the enforcement of any of the provisions of this Gaming Ordinance.
- e. Access and inspect, examine, photocopy and audit all papers, books and records of any entity whom the Commission knows or reasonably suspects is involved in the financing, operation or management of gaming at Acoma.

Origins: Tribal Council Resolution No. TC-JULY-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(2), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “agents may” with “staff will” in the introductory clause. The 2010 Amendment replaced “will” with “have the right to” in the introductory clause.

Annotation 2: The 2010 Amendment qualified “equipment and supplies” with the term “gaming” in subsection 2(b).

Annotation 3: The 2008 Amendments deleted “Summarily” before “seize” in subsection 2(c). The 2010 Amendment qualified “equipment, supplies, documents or records,” with the term “gaming” in subsection 2(c).

Annotation 4: The 2008 Amendments replaced “Demand” with “Have” at the beginning of subsections 2(d) and (e), and the 2010 Amendment removes the 2008 insert of “Have” at the beginning of subsections 2(d) and (e).

- 3. Witness Testimony. The Commission has full power and authority to compel the attendance of witnesses at any place within the Pueblo of Acoma, to administer oaths and to require testimony under oath. The Commission may pay the transportation and other expenses of witnesses as it may deem

reasonable and proper. Any Person making a false statement under oath in any matter before the Commission is guilty of perjury.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-10(I)(4), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(4), Pueblo of Acoma Laws 2003 (2009 Replacement).

4. Education.

- a. The Commission shall budget time and money as necessary for training and education of the Gaming Commissioners and all Commission staff as may be necessary to provide for the competent regulation of gaming and maintain an awareness of applicable law and good practices of the gaming industry.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(6), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(6), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced “Acoma’s commitment to the education of our people and maintaining our traditions remains strong” with the phrase after “Pueblo of Acoma” in subsection 4(a).

Annotation 2: The 2008 Amendments replaced “needed” with “necessary” immediately before “for training” and replaced “needed to be aware of the Gaming industry and” with “may be necessary to provide for the competent regulation of gaming and maintain an awareness of,” and inserted concluding phrase “of the gaming industry” all in subsection 4(b).

Annotation 3: The 2016 Amendments removed the entire sub-paragraph (a). Former sub-paragraph (b) read: “The Commission shall review the Acoma gaming operations and regulate as necessary to assure the Pueblo of Acoma is committed to educating its people and preserving its traditions.”

5. Review of Plans. The Commission shall review and approve

floor plans, surveillance systems, and other plans needed for each Gaming Facility, shall confer with the Acoma Planning and Engineering Department regarding the adequacy of such plan(s), and may confer with other organizations regarding the adequacy of such plans and systems. The Commission shall ensure that the Acoma Gaming Enterprise or Management Contractor shall prepare and submit for review and approval by the Commission a satisfactory plan for the protection of the public in any Gaming Facility that satisfies the NIGC's Facility Licensing Standards.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-10(I)(7), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(6), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds ", shall confer with the Acoma Planning and Engineering Department regarding the adequacy of such plan(s)," in the first sentence. The 2008 Amendments inserted "in conjunction with the NIGC's Facility Licensing Standards" at the end of subsection 5. The 2010 Amendment replaces "in conjunction with" with "that satisfies".

6. Regulations. The Commission shall have the authority to develop regulations consistent with its purpose as stated in this Gaming Ordinance. The Commission does not have the power to develop regulations where the Gaming Ordinance does not grant express power and authority to the Commission or where the regulation is otherwise outside the Commission's purpose as written in this Gaming Ordinance.
 - a. Procedure. The following procedure shall govern the development of regulations authorized by this Gaming Ordinance:
 - i. Informal Meeting. The Commission shall first hold an informal meeting with the Acoma Gaming Enterprise and Tribal Administration to discuss the purpose and substantive content of the proposed regulation. The Acoma Gaming Enterprise and Tribal Administration shall be given an opportunity at that meeting to advise the Commission of any concerns.

- ii. Comment Period. After the meeting with the Acoma Gaming Enterprise and Tribal Administration, and taking into consideration any concerns of the Acoma Gaming Enterprise and Tribal Administration, the Commission shall publish the proposed regulation for public comment. The Commission shall send the published proposed regulation to the Tribal Administration, Gaming Manager, Acoma Business Board of Directors, and any Person known to be directly affected by the proposed regulation, and shall make copies available to the public upon request. A reasonable copy fee may be assigned for copies requested by the public. The comment period shall be 45 days beginning with date of mailing or hand-delivery to Tribal Administration and Gaming Manager.
 - iii. Final Action. After the comment period, the Commission may take final action after considering comments received.
 - iv. Publication of Final Regulation. The Commission shall mail the final draft of the proposed regulation to the Acoma Gaming Enterprise and Tribal Administration and to any Person known by the Commission to be directly affected by the proposed regulation. The Commission shall post a copy of the proposed regulation at the Tribal Administration office and the Acoma Gaming Enterprise office.
 - v. Tribal Council Approval. Tribal Council approval is necessary for any regulation to take effect.
- b. Regulations in effect at the time NIGC approves this Ordinance shall remain in effect to the extent they are consistent with the terms of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(8), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(8), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008

Amendments replaced former section with the current one. Former section read: “The Gaming Commission may promulgate regulations to govern the operation and management of the gaming activity”.

Annotation 2: The 2010 Amendment replaced the 2008 introductory clause with the current one. Former introductory clause read: “The Commission shall enact substantive and procedural regulations consistent with the policies, objectives and purposes of the gaming Ordinance and other applicable laws as it may deem necessary or desirable in carrying out the policy and provision of those laws”.

Annotation 3: The 2010 Amendment adds new subsections (a)(i), (iii), (iv), (v), and (b).

Annotation 4: The 2010 Amendment adds a new first sentence to subsection a(ii). The 2010 Amendment amends the beginning of the second sentence to subsection a(ii) by replacing “The Commission shall send for comment a draft of the” with “The Commission shall send the published”. The 2010 Amendment increases the comment period from 30 to 45 days.

7. Acoma Gaming License Classification. The Acoma Gaming Commission, through its Executive Director, shall have the authority to license the following classes of gaming licenses:

- a. Gaming Employees, which may identify subclasses for Key Employees and Primary Management Officials;
- b. Gaming Vendors;
- c. Gaming Facility;
- d. Gaming Facility Operators (other than Acoma Gaming Enterprise);
- e. Gaming Premises;
- f. Small Bingo Games;
- g. Gaming Commissioners and staff; and
- h. Acoma Business Board of Directors.

Origins: Tribal Council Resolution No. TC-OCT-21-10VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments added parenthetical to sub-paragraph d.

8. Licensing Due Diligence. The Commission, through its Executive Director, is authorized to issue, renew, , deny and/or place conditions upon any licenses in accordance with this Ordinance. The Commission is authorized to suspend, revoke, and/or place conditions or limitations on any license in

accordance with this Ordinance, provided that the Executive Director may exercise its power to summarily suspend or revoke a license pursuant to Section 11-1-11(G)(12). In performing its due diligence, the Commission may levy fines, revoke, suspend and/or place conditions or limitations on any gaming license consistent with Sections 11-1-9 and 11-1-20 of this Ordinance, respectively. In performing its due diligence, the Commission, through its Executive Director, may:

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(9), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(9), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced former section with the current one. Former section read: "The Gaming Commission may issue, suspend, and revoke licenses in accordance with this Ordinance.

Annotation 2: The 2010 Amendment replaces the entire 2008 introductory clause. Former introductory clause read: "The Gaming Commission may issue, suspend, revoke and/or place conditions upon any licenses in accordance with this Ordinance and take any and all necessary measures it deems appropriate in association with the licensing process, including but not limited to the following."

Annotation 3: The 2016 Amendment replaces the entire introductory clause. Former introductory clause read: "The Gaming Commission is authorized to issue, suspend, revoke and/or place conditions upon any licenses in accordance with this Ordinance, provided that the Commission shall not have the power to summarily suspend or revoke a license. In performing its due diligence, the Commission may:"

- a. Process all gaming license applications, make determinations of the suitability of applicants for licensing, issue licenses to qualified persons and notify the NIGC of the issuance of such license, or denial of licenses to unqualified persons as required by the IGRA.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-11(G)(9)(a), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces "Processing" with "Process", qualifies "license" with "gaming" replaces "making" with "make", replaces "persons and vendors" with "applicants" replaces "issuing" with "issue", replaces "notifying" with "notify" and inserts "or denial of licenses to unqualified persons".

- b. Place conditions or limitations on the initial granting or renewal of a license and is also referred to herein as a "conditional license";

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at 11-1-11(G)(9)(b), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces this entire section with the former section. Former section read, "Denial, limitation, or suspension of any license deemed necessary under the provisions of this Ordinance or any violations of tribal, federal or state law."

Annotation 2: The 2016 Amendments replaced the entire former section. Former section read, "Place conditions or limitations on the initial granting of a license."

- c. Conduct background investigations on all Gaming Employees, Gaming Vendors, Commissioners, Commission staff and the Acoma Business Board of Directors.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at 11-1-11(G)(9)(c), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment replaces "primary management officials, key employees, non-key employees, casino/gaming related vendors" with "gaming employees, gaming vendors".

- d. Print and make available all necessary license application forms and appropriate licenses.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-

21-10-VIa.

Annotations: Formerly codified at 11-1-11(G)(9)(d), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment replaces “printing” and “making” with “print” and “make” respectively.

- e. Collect Gaming Employee and Gaming Vendor license application fees imposed pursuant to this Ordinance.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-11(G)(9)(e), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces “Collection of employee and vendor” with “Collect Gaming Employee and Gaming Vendor” at the beginning of this sentence.

9. Standards. The Commission shall promulgate, review, approve, and revise the technical standards, game rules and minimum internal control standards as needed. Any changes must be at least as stringent as those set forth by the NIGC. The Commission, through its Executive Director, shall notify the Acoma Gaming Enterprise and Gaming Manager of such rules and any changes thereto.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-10(I)(10), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(10), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced former section with the current one. Former section read: “The Board shall promulgate, review, approve, and revise the technical standards and rules of each game operated by the Gaming Enterprise of Management Contractor and shall notify the Gaming Enterprise of the rules and of any change to the rules. The 2010 Amendment inserts “Acoma” before “Gaming Enterprise” and adds “and Gaming Manager” after “Gaming Enterprise”.

10. Civil and Criminal Actions. The Commission is hereby authorized in the name of the Pueblo of Acoma to bring any civil action or criminal complaint in the courts of the Pueblo of Acoma, the State of New Mexico or the United States District

Court to enforce the provisions of this Ordinance, the IGRA, the Compact or to enjoin or otherwise prevent any violation of this Ordinance, the Act, or an applicable law, on Pueblo lands.

The Commission may issue regulations governing their prosecutorial discretion which may include policies for initiating or declining actions or prosecution, entering into plea or settlement agreements, basis for seeking withdrawal or dismissal of any such action or complaint, and any other matter relevant to the civil action or criminal complaint process.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(12), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(11), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced “may” with “is hereby authorized”, deletes “occurring” immediately before “on Pueblo lands” all in the first sentence.

Annotation 2: The 2008 Amendments made other non-substantive changes to the first sentence and inserted a new second sentence. The 2010 Amendment deletes the 2008 insert of the second sentence. Former second sentence read: “The Commission shall be entitled to recover its costs, including reasonable attorney fees in any action it brings which results in any benefit to the Pueblo of Acoma.”

Annotation 3: The 2016 Amendments added the final sentence.

11. Operational Budget. The Commission shall develop its own budget for operations and acquire such furnishings, equipment, supplies, books and other items it may deem necessary or desirable in carrying out its functions and incur such other expenses within the limit of funds available to it as it may deem necessary. The Commission may, in accordance with the budget, employ a staff as it deems necessary to fulfill its responsibilities under this Ordinance. The Commission may retain legal counsel, consultants, and other professional services, including investigative services, to assist the Commission with its responsibilities under the Ordinance. The budget of the Commission requires approval and appropriations by the Tribal Council. Fines, civil penalties, and license fees collected by the Commission may not be used to supplement its budget, unless specifically authorized by the

Tribal Council.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(13), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(12), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced the first sentence with the current one. Former first sentence read: “The Gaming Commission shall adopt an annual operating budget for the Acoma Gaming Commission which shall be subject to the approval of the Tribal Council.” The 2010 Amendment replaces “establish” with “develop” in the first sentence.

Annotation 2: The 2008 Amendments replaced the fourth sentence with the current one. Former fourth sentence read: “The expenses of the Gaming Commission in accordance with such budget shall be appropriated by the Council.” The 2010 Amendment revises that fourth sentence by replacing “shall be approved” with “requires approval” and replaces “appropriated” with “appropriations”. The 2010 Amendment adds “Tribal” before “Council” in the fourth and fifth sentence.

Annotation 3: The 2010 Amendment adds a new final sentence.

12. Orders. The Commission has the power to issue an order or decision, after written notice and an opportunity to be heard, to any licensed Gaming Enterprise, Gaming Employee, or to any other licensed person within the jurisdiction of the Pueblo of Acoma and to take any action, cease and desist from any action as may be required to maintain the public trust and protect the integrity of gaming. The Commission, through its Executive Director, may seize and remove, without notice or hearing, any gaming device or supplies from the Gaming Operation and impound the same for the purpose of examination and inspection. The Commission shall not revoke or suspend any license until it provides prior written notice of factual allegations and alleged violations of the law, and provides the Licensee an opportunity to respond to those allegations at a hearing before the Commission. Notwithstanding the foregoing, the Executive Director may order summary suspension of any license in circumstances that have resulted in death, injury or harm to a patron or Licensee, that have posed or threatened to pose a serious and immediate threat of harm or injury to a patron or Licensee, that

have posed or threatened to pose a serious and immediate threat to the integrity of gaming or the health, safety or welfare of the Pueblo or in the case of Key Employees and Primary Management Officials, following the receipt of a statement of objections under Section 11-1-19(A)(6) of this Ordinance. In the event of a summary suspension, the Executive Director shall notify the Licensee of the opportunity for an informal hearing within thirty (3) calendar days of the issuance of the order of summary suspension pursuant to Section 11-1-20(B) of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(14), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(13), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments made non-substantive changes to the first sentence, replaced “protect to” with “maintain” before “the public”, replaced “interest in” with “trust and protect the integrity of” before “gaming”, in the first sentence. Also in the first sentence, the 2010 Amendment replaces “may” with “has the power to” inserts “after written notice and an opportunity to be heard,” after “decision”, and inserts “licensed” before “person”.

Annotation 2: The 2008 Amendments inserts the second sentence. The 2010 Amendment deletes “Accordingly” from the beginning of the second sentence.

Annotation 3: The 2010 Amendment inserts the third sentence.

Annotation 4: The 2016 Amendments added the final two sentences.

13. Hearings. The Commission may conduct hearings, investigations, inquiries, compel the production of any information or documents, or otherwise exercise the investigatory powers necessary to carry out its duties under this Ordinance and applicable procedural regulations.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-10(I)(15),

Pueblo of Acoma Laws 2003 and at 11-1-11(G)(14), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments inserted “and applicable procedural regulations” to the end of the sentence.

14. Excluded Persons. The Commission shall ensure that the Acoma Gaming Enterprise compose a list containing all Persons who are to be excluded from any association or patronage with any Gaming Operation in accordance with the regulations entitled “List of Excluded Persons” and shall comply with the Compact procedures to allow problem gamblers to voluntarily exclude themselves from gaming facilities statewide.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(G)(15), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces “the” with “any” immediately before “Gaming Operation”. The 2016 Amendments added “ensure that the Acoma Gaming Enterprise” and inserted the last phrase, beginning with “and”.

15. Gaming Compact and Regulations.

- a. The Commission, referred to as the Tribal Gaming Agency in the Compact signed with the State of New Mexico, shall assure that the Pueblo of Acoma will:
 - i. operate all Class III gaming pursuant to the Compact, this Ordinance, regulatory procedures and policies, the IGRA and other applicable tribal, state or federal law;
 - ii. provide for the physical safety of patrons in any Gaming Facility;
 - iii. provide for the physical safety of personnel employed by the Acoma Gaming Enterprise;
 - iv. provide for the physical safeguarding of assets transported to and from the Gaming Facility and cashiers cage department;
 - v. provide for the protection of the property of the patrons in the Acoma Gaming Enterprise from

- illegal activities;
- vi. participate in licensing of Primary Management Officials and Key Employees of the Class III gaming enterprise;
 - vii. provide for detention of people who may be involved in illegal acts for the purpose of notifying law enforcement authorities;
 - viii. record and investigate any and all unusual occurrences related to Class III gaming within the Gaming Facility;
 - ix. 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.
 - x. provide the State Gaming Representative with true copies of all tribal laws and regulations affecting Class III Gaming conducted pursuant to the Compact.
- b. The Commission shall have responsibility for the enforcement of all regulatory requirements accepted by the Pueblo of Acoma by terms of the Compact signed by the Pueblo of Acoma and in effect under the terms of the IGRA. The Commission shall certify annually to the State Gaming Representative that the Pueblo of Acoma has met its obligations under this Compact in accordance with the instructions and Form A set forth in the Appendix to the Compact.

Origins: Tribal Council Resolution No. TC-Sept.-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at § 11-1-10(I)(17), Pueblo of Acoma Laws 2003 and at 11-1-11(G)(16), Pueblo of Acoma Laws 2003 (2009 Replacement). The

2008 Amendments replaced subsection (a)(1) with the current one. Former subsection (a)(1) read: "Operate all Class III gaming pursuant to the gaming compact, tribal law, the IGRA and other applicable federal law".

Annotation 2: The 2008 Amendments replaced "satisfying" with "the enforcement of" in subsection (b) and made other non-substantive changes to subsection (b).

Annotation 3: The 2016 Amendments replaced "Pueblo of Acoma" with "Gaming Facility" in subsection a(viii), and added new subsections a(ix) and a(x). The 2016 Amendments also added the last sentence to subsection (b).

H. Review of Commission Decisions.

1. Final Decisions. All final decisions of the Commission, except denial of an initial application for a license, shall be reviewable by the Acoma Tribal Court.
 - a. The Commission may, upon motion made within seven (7) days after a decision is served on all parties, order a rehearing upon such terms and conditions as it may deem just and proper.
 - b. A motion for rehearing must not be granted except upon a showing that:
 - i. The Commission has misconstrued applicable law; or
 - ii. There exists additional evidence that is material and reasonably calculated to change the decision, and sufficient reason existed for the party's failure to present such additional evidence at the hearing.
 - c. On rehearing under subsection (1)(b)(ii) above of this section, rebuttal evidence to the additional evidence may be admitted and considered by the Commission.
 - d. After rehearing, the Commission may modify the decision consistent with applicable law or any additional evidence and rebuttal evidence taken.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-

21-10-VIa.

Annotations: The 2010 Amendment replaces the entire subsection (H)(1) with the current one. Former subsection (H)(1) read: “Licensing. Licensing decisions of the commission shall be final and non-reviewable by any other body”.

2. Mediation. Proposed Decisions of the Commission in non-licensing areas, including, but not limited to, the application of regulations to management decisions may be sent to mediation upon request of the Governor, the Acoma Business Board of Director or Gaming Manager. The request for mediation shall be written, and state the decision made and the reason for requesting mediation. The Tribal Council shall select three mediators who shall be attorneys who are licensed members in good standing of the State Bar of New Mexico or of the bar of another state to consider the request and work with the parties to attempt to resolve the problem. All costs related to the mediation process shall be split equally between the requesting party and the aggrieved party. The final decision of the Mediators shall end the review process.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: The 2010 Amendment inserts “Proposed” to the beginning of the first sentence, and replaces “other areas” with “non-licensing areas” in the first sentence. The 2010 Amendment adds the final sentence.

3. Appeal to the Pueblo of Acoma Tribal Court. Any Person aggrieved by a final decision of the Commission, except for denial of an application for a gaming license or Gaming Vendor license, may file an appeal to the Pueblo of Acoma Tribal Court within thirty (30) days from the date of the final decision. The Pueblo of Acoma Tribal Court shall not take new evidence, unless the party offering new evidence shows that such evidence is relevant and material to the issues on appeal and was unavailable to the party during the proceedings before the Commission. The Tribal Court shall base its decision on the whole record. The Pueblo of Acoma Tribal Court may send any appeal back to the Commission for further fact finding or reconsideration or both. An action of the Commission shall not be reversed unless it is arbitrary or capricious, an abuse of discretion, not supported by substantial evidence in the record, outside the scope of the Commission’s authority, or otherwise

contrary to law. The aggrieved Person shall file a notice of appeal, stating the specific basis of the appeal and pay any court fees. A copy of the written Notice of Appeal shall also be delivered to the Commission who shall, upon receipt of a written Notice of Appeal, deliver the administrative record to the Tribal Court for review. Upon receipt of the written Notice of Appeal, the court clerk shall schedule a hearing before the Pueblo of Acoma Tribal Court. The final decision of the Pueblo of Acoma Tribal Court shall end the appeal process.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-10(K), Pueblo of Acoma Laws 2003. The 1997 Amendments replaced the original section in its entirety with the current section, as modified by the 2008 Amendments. Original section read: “Any person aggrieved by the final action of the Gaming Commission may file an appeal to the Tribal Court. The person shall file an notice of appeal, stating the specific basis of the appeal and pay any court fees. Upon receipt of a notice of appeal, the court clerk shall schedule a hearing before the Tribal Court. The decision of the Tribal Court shall be final.”

Annotation 2: The 2008 Amendments added the exception clause to the first sentence. The 2010 Amendment replaced the entire exception clause. 2008 exception clause read: “except for actions involving licensing, or which have been mediated may file an appeal to the Pueblo of Acoma Tribal Court within 10 days after receiving notice of hearing results.”

Annotation 3: The 2010 Amendment adds an “unless” clause to the end of the second sentence.

Annotation 4: The 2010 Amendment adds “The Tribal Court” to the beginning of the third sentence and removes “made before the Commission” from the end of the third sentence.

Annotation 5: The 2008 Amendments adds the fourth sentence.

Annotation 6: The 2010 Amendment clarified the standard of review in the fifth sentence by replacing “arbitrary, capricious or otherwise contrary to law” with “arbitrary or capricious, an abuse of discretion, not supported by substantial evidence in the record, outside the scope of the Commission’s authority, or otherwise contrary to law.”

Annotation 7: The 2010 Amendment inserts “aggrieved” before “person” in the sixth sentence.

Annotation 8: The 2010 Amendment adds “copy of the” before “written Notice” in the seventh sentence. The 2008 Amendments clarified that a “notice of appeal” must be in writing in the seventh sentence inserted “final” before “decision” in the final sentence and replaced “be final” with “end the appeal process” in the final sentence.

11-1-12

Executive Director.

- A. Appointment. The Commission shall appoint an Executive Director, who shall be responsible for the day to day regulation of gaming activities and who shall administer and execute its duties and responsibilities specified hereunder. The Commission shall assure that the Executive Director’s qualifications meet the minimum of the job description. The Commission shall provide the Executive Director with adequate training to fulfill the duties and obligations regarding the enforcement of this Ordinance. The Executive Director shall have no personal financial interest in any gambling or in any Person or patron relating to the gaming establishment.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-10(I)(16), Pueblo of Acoma Laws 2003. The 2008 Amendment replaces former section with the current one. Former section read: “The Gaming Commission may appoint and retain an individual to serve as Director of the Gaming Commission to administer and enforce its duties and responsibilities under this Ordinance and to oversee the inspectors appointed by the Gaming Commission and other staff as the Gaming Commission may employ, and to conduct hearings, investigations, and otherwise act on behalf of the Gaming Commission as authorized by the Gaming Commission. The Director shall be responsible for coordination of the functions of the Gaming Commission and other federal, state, and local agencies as necessary.”

Annotation 2: The 2010 Amendment replaces “monitoring” with “regulation” in the first sentence, and adds “and who shall administer and execute its duties and responsibilities specified hereunder” to the end of the first sentence.

- B. Termination. The Executive Director shall be terminated automatically and immediately upon the Executive Director’s conviction in a tribal,

state, or federal court of competent jurisdiction of any misdemeanor or any felony related to illegal gambling or bribery. If the Executive Director is convicted of violating any part of this Ordinance or of any crime the Commission finds to be related to the Executive Director's honesty, integrity, and ability to fulfill his/her duties, the Executive Director shall be immediately terminated.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa;
restated by Tribal Council Resolution Nos. TC-OCT-31-08-
VIa and TC-OCT-21-10-VIa.

C. Duties. The Executive Director shall only exercise those powers and duties specified herein and all other powers and duties not so specified shall be deemed prohibited, beyond the scope of the Executive Director's authority, and contrary to Acoma law. Except as provided in Section 11-1-12(D) of this Ordinance, a delegation of authority shall be deemed to be the final action of the Commission, without approval, ratification, or other further action by the Commission. The Pueblo of Acoma delegates to the Executive Director the following specified powers and duties:

1. Ensure that the Gaming Operation carries out all responsibilities as provided for in this Ordinance, the Compact, the gaming regulations, and Management Contract, if one exists;
2. Conduct correspondence with the NIGC and do whatever is necessary to comply with the rules and regulations of that agency that are consistent with IGRA. This shall include assuring an annual independent audit of authorized gaming be performed as required by the IGRA and providing the same to the NIGC in a timely and appropriate manner.
3. Assure there is an adequate process for background investigations of Gaming Employees and that oversight of such employees conducted on an ongoing basis. The Executive Director will assure all applications and background investigations are complete so that the Executive Director will be able to make its suitability determinations based on the submitted application. No person shall be suitable for licensure if that person's prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or effect of regulation of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods or activities in the conduct of gaming. The Executive Director shall assure that the NIGC is given results of such background checks, when required.

4. Make licensing, suitability and approval determinations as provided under this Ordinance. The Executive Director may approve, renew, deny, place conditions or limitations upon any license in accordance with this Ordinance. The Executive Director is charged with a critical and sensitive task, and has the authority to seek, obtain and consider any and all information deemed relevant to the determinations made hereunder. Such information is recognized as sensitive and confidential, and the Executive Director may place any restrictions on the release or disclosure of such information as it deems necessary to protect the anonymity of the source of information. Any licensing decision by the Executive Director may be reviewed by the full Commission pursuant to §11-1-12(D).
5. Review all gaming records, documents or any other gaming materials necessary and pertinent to the enforcement of any provision of this Ordinance.
6. Recommend to the Commission whether fines or sanctions should be imposed on any Person subject to the jurisdiction of this Ordinance.
7. Perform other duties as specifically authorized in the Acoma Gaming Ordinance, the Compact, or as specifically delegated by the Commission.
8. Oversee the day to day operations of the Commission.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; amended by Tribal Council Resolution Nos. TC-OCT-31-08-VIa and TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: The 2010 Amendment replaces the entire introductory clause to subsection C. Former introductory clause read: "The Director shall, subject to the approval of the Commission, perform all duties, exercise all powers, assume and discharge all responsibilities and carry out and affect all purposes of this Ordinance related to the establishment and conduct of all gaming activity. All decisions of the Director shall promote and assure the honesty, security, integrity, ability and fairness of the operation and the administration of all gaming activity. The duties of the Director shall include, but not be limited to the following:". The 2016 Amendments inserted a new second sentence in the main introductory clause.

Annotation 2: The 2010 Amendment replaces “management carry” with “the Gaming Operation carries” in subsection C(1). The 2016 Amendments replaces “regulatory procedures” with “the Compact, the gaming regulations” in subsection C(1).

Annotation 3: The 2010 Amendment replaces the entire subsection C(3). Former subsection C(3) read: “Assure there is an adequate process for background investigations of employees of any Pueblo of Acoma gaming establishment and that oversight of such officials and management is conducted on an ongoing basis. The Director will assure all applications and background investigations are complete so not person shall be eligible for employment in or with any part of the Acoma gaming establishment if that person’s prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or effect of regulation of gaming, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods or activities in the conduct of gaming. The director shall assure that the NIGC is given results of such background checks.”

Annotation 4: The 2016 Amendments added a new subsection C(4).

Annotation 5: Formerly codified at subsection C(4). The 2010 Amendment inserts “gaming” to modify records, documents or other material in subsection C(5).

Annotation 6: Formerly codified at subsection C(6). The 2010 Amendment replaces the entire subsection C(7). Former subsection C(7) read: “Perform other duties outlined in the Acoma Gaming Regulations.”

Annotation 7: Formerly codified at subsection C(8). The 2010 Amendment adds the final C(8).

- D. Any determination by the Executive Director pursuant to Section 11-1-12(C)(4) of this Ordinance may be reviewed by the full Commission, upon timely written request by a party adversely affected by the determination. The request must be received by the Commission within ten (10) calendar days after the date of the determination. No such determination by the Executive Director shall be deemed final until all parties have been afforded an opportunity for review by the Commission in accordance with this Ordinance. Alternatively, the full Commission, on its own motion, at the discretion of the Chair, or upon request of the Commission staff, may review any determination of the Executive Director.

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

Ownership, Revenue Uses, Audit, and Reports.

- A. Ownership. The Pueblo of Acoma will have the sole proprietary interest and responsibility for the conduct of all Class II and Class III gaming operations authorized by this Ordinance, except Small Bingo Games as described in Section 11-1-6 of this Ordinance.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; revised by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-9(A), Pueblo of Acoma Laws 2003. The 1994 Amendments adds the exception clause to this section. The 2008 Amendments replaced “of any federally regulated gaming activity within Pueblo boundaries” with “of all Class II and Class III gaming operations authorized by this Ordinance,” and replaced “as allowed by” with “as described in Section [11-1-6] of.” The 2010 Amendment adds “, and Reports” to the heading and removes the brackets around the reference to 11-1-6.

- B. Revenue Uses. Net Revenues from tribal gaming activity must be used for any of the following purposes:

1. fund tribal governmental operations or programs;
2. provide for the general welfare of the Pueblo of Acoma and its members;
3. promote the economic development for the benefit of the Pueblo of Acoma;
4. donate to charitable organizations; or
5. help fund operations of local government agencies.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; revised by Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at §11-1-9(B), Pueblo of Acoma Laws 2003. The 1994 Amendments added subsections (4) and (5).

- C. Audits.

1. External Audit – Class III Gaming Financial Statements. The Commission shall require all books and records relating to Class II and Class III Gaming to be maintained in accordance with generally accepted accounting principles. All such books and records shall be retained for a period of at least five (5) years from the date of creation, as required by 25 C.F.R. § 571.7(c). Not less than annually at the Acoma Gaming Enterprise's fiscal year end, the Acoma Gaming Enterprise shall select a firm acceptable to the Commission to perform an audit and prepare a certified financial statement covering all Class III Gaming financial activities of the Acoma Gaming Enterprise, including written verification of the accuracy of the quarterly Adjusted Net Win calculation, as required by the Compact, by an independent certified public accountant licensed by the State. The financial statements shall be prepared in accordance with generally accepted accounting principles ("GAAP"). The independent certified public accountant shall perform the audit in accordance with GAAP published by the American Institute of Certified Public Accountants. The financial statement and audit report or management letter(s) shall be submitted to the Commission within one hundred twenty (120) days after the Gaming Enterprise's fiscal year end. Promptly upon receipt of the audited financial statements, and in no event later than one hundred twenty (120) days after the fiscal year end, the Commission shall provide copies of the financial statement and audit report to the State Gaming Representative, along with copies of any and all documents the independent certified public accountant has provided to the Pueblo or the Commission concerning the audit, including but not limited to copies of any and all reports and management letter(s). Such documents shall be subject to the provisions of Section 11-2-4(E)(3) of the Pueblo of Acoma Law. The Acoma Business Board of Directors on behalf of the Tribe will maintain the following records for not less than five (5) years:
 - a. revenues, expenses, assets, liabilities and equity for each Gaming Enterprise;
 - b. daily cash transactions for each Class III Gaming activity at each Gaming Facility, including but not limited to transaction relating to each gaming table bank, game dropbox and gaming room bank;
 - c. individual and statistical game records, except for card

- games, to reflect statistical drop and statistical win; for electronic, computer or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prizes won;
- d. contracts, correspondence and other transaction documents relating to all vendors and contractors;
 - e. records of all tribal gaming enforcement activities;
 - f. audits prepared by or on behalf of the Tribe;
 - g. records documenting compliance with the terms of the Compact; and
 - h. personnel information on all Class III Gaming Employees or agents, including rotation sheets, hours worked, employee profiles and background checks.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-MAR-26-15-VIa.

Annotation 1: Formerly codified at §11-1-5(H), Pueblo of Acoma Laws 2003 and (2009 Replacement). The 1997 Amendments replaced the introductory clause of this subsection. The 1994 introductory clause read: "The Gaming Manager shall maintain adequate written records of bingo and video gaming activities on the premises for a period of at least four(4) years. These records shall include:"

Annotation 2: The 2008 Amendments replaced the 1997 introductory clause of this subsection. The 1997 introductory clause read: "Records Retention. The Gaming Manager shall maintain adequate written records of bingo, and other Class II gaming activities on the premises for a period of at least four (4) years. Records for Class III gaming activities shall be maintained for a period of at least six (6) years. These records shall include:"

Annotation 3: The 2010 Amendment replaced the 2008 introductory clause of this subsection. The 2008 introductory clause read: "Audit and Records Retention. The Gaming Manager shall maintain written records of all Class II and Class III gaming activities on the premises for a period of at least six (6) years. Such Class II and Class III records shall include:"

Annotation 4: The 2016 Amendments replaced the 2010 introductory clause of this subsection. The 2010 introductory clause read: "External Audit – Class III Gaming Financial Statements. The Commission shall require all books and records relating to Class II and Class III Gaming to be maintained in accordance with generally accepted accounting principles. All such books and records shall be retained for a period of at least five (5) years from the date of creation, as required by 25 C.F.R. § 571.7(c). Not less than annually, the Gaming Enterprise shall select a firm acceptable to the Commission to perform an audit and prepare a certified financial statement covering all Class III Gaming financial activities of the Acoma Gaming Enterprise, including written verification of the accuracy of the quarterly Net Win calculation, by an independent certified public accountant licensed by the State. The financial statement shall be prepared in accordance with generally accepted accounting principles and shall specify the total amount wagered in Class III Gaming on all Gaming Machines at the Tribe's Gaming Facility for purposes of calculating "Net Win" under Section 11 of the Compact using the format specified therein. The financial statement and audit report shall be submitted to the State Gaming Representative, and the State Treasurer, within one hundred twenty (120) days of the close of the Tribe's fiscal year. Such documents shall be subject to the provisions of §11-2-4(E)(3) of the Pueblo of Acoma Law. The Business Board on behalf of the Tribe will maintain the following records for not less than five (5) years:

Annotation 5: The 1997 Amendments added a new record as: "8. Documents and calculations required to be maintained to satisfy terms of the gaming compact."

Annotation 6: The 2008 Amendments adds "for procurement of all items" to the list at 5.

Annotation 7: The 2010 Amendment replaced the entire list. Former list read: "1. Gross Receipts; 2. Records of Prizes, maintain pursuant to paragraph I above; 3. Any and all expenses; 4. Capital expenditures; 5. Contracts for procurement of all items; 6. Net Profits; 7. Payments to Acoma's general fund; and 8. Documents and calculations required to be maintained to satisfy terms of the gaming compact."

Annotation 8: The 2016 Amendments revised the 2010 list. At (b), the word "daily" was added; At (e), the phrase, "affecting the Acoma Gaming Enterprise, Gaming Employees or Gaming Vendors" was deleted from the end of the sentence; A new (g) was inserted; and at (h), the phrase, "performed at the request of Acoma Gaming Enterprise or Business Board" was deleted from the end of the sentence.

2. Agreed Upon Procedures – Minimum Internal Control Standards. The Commission shall promulgate Minimum Internal Control Standards. Each Gaming Operation is then required to develop and implement an internal control system that complies with the minimum internal control standards. The Gaming Operation shall have an independent certified public accounting firm selected by the Gaming Operation and approved by the Commission perform an Agreed Upon Procedures to verify that the Gaming Operation is in compliance with the minimum internal control standards, and submit a report annually to the Gaming Operation by April 1 of each year for the previous year. The Agreed Upon Procedures may be performed in conjunction with the annual external audit. The CPA shall report its findings to the Tribe, the Commission, and to the Gaming Operation. The CPA shall perform the Agreed Upon Procedures in accordance with NIGC regulations.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

D. Audit Reports.

1. Copies of the independent audit reports for each year (including financial statements and management letter) shall be provided to the Acoma Tribal Council, Tribal Administration, and Acoma Business Board of Directors and Commission by April 15th of the following year. A copy of the year-end audit shall be provided to the National Indian Gaming Commission (NIGC) and to the State Gaming Representative, within 120 days after the end of each fiscal year.
2. The scope of each audit shall include but not be limited to all contracts resulting in the purchase of gaming equipment, gaming devices, and gaming supplied with any gaming vendor whose total annual contract amount with the Acoma gaming establishment exceeds \$25,000.00 annually. The requirements of this subsection shall not apply to contracts for professional, legal or accounting services relating to gaming at Pueblo of Acoma or to contracts with non-gaming vendors.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; revised by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-9(C), Pueblo of Acoma Laws 2003, and at 11-1-13(C), Pueblo of Acoma Laws 2003 (2009 Replacement). The 1994 Amendments inserted “Commission” after “Governor,” replaced “April” with “May,” and replaced “each” with “the following” all in the first sentence of subsection D(1). The 2008 Amendments inserted “Acoma Tribal Council” before “Governor,” replaced “May” with “April” in the first sentence of subsection D(1). The 2010 Amendment replaced “will” with “shall”. The 2016 Amendments replaced "Governor" with "Tribal Administration and Acoma Business Board of Directors" in subsection D(1).

Annotation 2: The 1994 Amendments adds the second sentence to subsection D(1) and the 2008 Amendments replaced “each annual report of gaming activities” with “the year-end audit”, deleted “Acoma Tribal Council, and then to the” before “National Indian Gaming Commission” and inserted “within 120 days after the end of each fiscal year” in the second sentence of subsection D(1).

Annotation 3: The 1994 Amendments replaced “A copy of each annual audit” with “The scope of each audit” in the beginning of subsection D(2). The 2008 Amendments replaced “for” with “resulting in the purchase of” and replaced “for a contract amount in excess of \$25,000 annually (except contracts for professional, legal or accounting services) related to gaming at Acoma” with the phrase beginning with “with any vendor...” in subsection D(2). The 2008 Amendments inserted the concluding sentence at subsection D(2). The 2010 Amendment inserts “gaming” in front of “vendor” and decreased the amount to \$15,000 in the first sentence. The 2010 Amendment adds “The requirements of” to the beginning of the concluding sentence, and adds “or to contracts with non-gaming vendors” to the end of the concluding sentence.

3. The Acoma Gaming Enterprise and an independent auditor shall present a summary of the financial statement of the annual audit to the Pueblo of Acoma general public at a general meeting or public forum.

Annotation 1: The 2016 Amendments added a new subsection D(3).

- E. Reports to Tribal Administration, Tribal Council, and the Pueblo of Acoma General Public. The Acoma Gaming Enterprise shall submit reports to the Tribal Administration monthly and to Tribal Council on matters required by this Ordinance and the Compact. Within ninety (90) days of the effective date of this Gaming Ordinance, the Acoma Gaming Enterprise and the Tribal Administration shall meet and in good faith coordinate and determine the contents of such reports,

frequency of reports, methods of transmission and such other matters. The Acoma Gaming Enterprise shall be available to present the reports in person, as desired by the Tribal Administration and Tribal Council.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-10(I)(5), Pueblo of Acoma Laws 2003. The 2008 Amendments replaced “Acoma Public” with “and the Pueblo of Acoma General Public” in the heading.

Annotation 2: The 2008 Amendments deleted “of the Pueblo of Acoma” after “Tribal Council” and inserted “monthly and/or” immediately before “quarterly” in the first sentence. The 2010 Amendment adds “and Acoma Gaming Enterprise” after “Commission” in the first sentence. The 2010 Amendment requires monthly reports to the Governor and quarterly reports to the Tribal Council.

Annotation 3: The 2008 Amendments replaced the second and third sentences with the concluding sentences. Former second and third sentences read: “The Commission shall be available to present those reports in person, as desired by the Governor and Tribal Council. After the annual audit of Acoma Gaming has been completed, the Gaming Commission shall present a summary of its annual report to the Pueblo of Acoma at the next general meeting held after the completion of the audit.” The 2010 Amendment adds “and Acoma Gaming Enterprise” after “Commission” in the third sentence.

Annotation 4: The 2010 Amendment requires “The Acoma Gaming Enterprise and an independent auditor” instead of the “Commission” to present a summary of the financial statement.

Annotation 5: The 2016 Amendments replaced the entire section. Former section read: “Reports to Governor, Tribal Council, and the Pueblo of Acoma General Public. The Commission and Acoma Gaming Enterprise shall submit reports to the Governor monthly and to Tribal Council quarterly. Such reports shall be submitted within 10 days at the end of each month and quarter. The Commission and Acoma Gaming Enterprise shall be available to present the reports in person, as desired by the Governor and Tribal Council. The Acoma Gaming Enterprise, and an independent auditor shall present a summary of the financial statement of the annual audit to the Pueblo of Acoma general public at a general meeting or public

forum."

11-1-14 Gaming Licensing Authority and Policy.

- A. Authority. In accordance with Section 11-1-11(G)(8) of this Gaming Ordinance, the Commission has the authority to review licensing, suitability, and approval determinations made by the Executive Director. The Commission may reject, uphold or modify the Executive Director's decision consistent with applicable law or any additional evidence and rebuttal evidence taken. The Commission is charged with a critical and sensitive task, and has the authority to seek, obtain and consider any and all information deemed relevant to the review made hereunder. Such information is recognized as sensitive, and the Commission may place restrictions on the release or disclosure of such information as it deems necessary. Decision of the Commission to reject, uphold, or modify the Executive Director's decision shall not be reviewable by the Tribal Court, except for licensing decisions involving renewal of a license.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01, revised by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(A), Pueblo of Acoma Laws and (2009 Replacement). The 2008 Amendments replaced the former section with the current one. The former section read: "An Acoma Pueblo Gaming License is valid after signature by the Acoma Gaming Commission." The 2010 Amendment adds "Section 11-1-11(G) of", and adds "license" before applications in the first sentence. The 2010 Amendment adds the last sentence. The 2016 Amendments replaced this entire section. Former section read: "In accordance with Section 11-1-11(G) of this Gaming Ordinance, the Commission has the authority to make licensing, suitability, and approval determinations pertaining to license applications brought before the Commission for consideration. The Commission may approve, deny or place conditions or limitations upon its approval or denial of a specific application. The Commission is charged with a critical and sensitive task, and has the authority to seek, obtain and consider any and all information deemed relevant to the determinations made hereunder. Such information is recognized as sensitive, and the Commission may place restrictions on the release or disclosure of such information as it deems necessary. Decision of the Commission to approve or disapprove any application for a license shall not be reviewable, but shall be subject to reconsideration as provided in this Ordinance."

B. Declaration of Policy.

1. It is declared policy of the Commission that all Gaming Premises where Class II or Class III games are conducted or operated, as defined in this Ordinance are regulated so as to better protect the public health, safety, morals, good order and welfare of the members of the Pueblo of Acoma and patrons of the Acoma gaming establishment.
2. An applicant for a gaming license has the burden of proving the applicant's qualification to receive any license. An applicant is subject to and must accept any risk of adverse public notice, embarrassment, criticism, or other action or financial loss, which may result from action with respect to an application and expressly waive any claim for damages as a result thereof.
3. An application for a license or determination of suitability, besides any other factor attached to such an application by virtue of this Ordinance and regulations thereunder, shall constitute a request to the Commission, through its Executive Director, for a decision upon the applicant's general suitability, character, integrity, and ability to participate or engage in, or be associated with, the Gaming Facility in the manner or position sought by the application, or the manner or position generally similar thereto; and, by filing such an application with the Executive Director, the applicant specifically consents to the making of such a decision by the Executive Director even when the application, after filing, is abandoned for any reason other than death.
4. Any Person seeking to conduct, operate, or manage any gaming activity on Pueblo of Acoma lands prior to engaging in such gaming activities, whether as an employee, owner, operator, or within the scope of a contractual agreement, shall apply for all required licenses from the Executive Director. Engaging in such gaming activities without first obtaining licensure shall be deemed a violation of this Ordinance and shall be punishable in accordance with Section 11-1-9.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: The 2010 Amendment replaces "establishments" with "Gaming Premises" in paragraph (1) and deletes the last sentence in paragraph (1). Former

concluding sentence read: “Any gaming license which is issued, or finding of suitability, or approval by the Commission shall be deemed a revocable privilege and no person holding such a license, finding of suitability, or approval by the Commission is deemed to have acquired any vested rights therein.”

Annotation 2: The 2010 Amendment replaces “is seeking the granting of a privilege, and the” with “has the” in the first sentence of paragraph (2). The 2010 Amendment deletes “is at all times on the applicant” from the end of the first sentence in paragraph (2). The 2010 Amendment removed the remainder from this section. The remainder previously read: “Moreover, in making its licensing determination, the Commission has broad authority to seek, obtain, and consider any information to making such determinations. In doing so, the Commission may obtain information on the condition that the source of such information remain confidential and not be disclosed to the applicant or any other parties. The Commission may rely on such information in making its determination whether to approve or deny the applicant. By making such application, the applicant acknowledges that the Commission may obtain and rely on such information. The applicant will have no right to see or otherwise obtain or have access to such information without providing a written request to the Commission. The Commission may, under its discretion, redact any information that may reveal the source of the information.”

11-1-15 Applications for Gaming Licenses.

- A. A Person applying for a Gaming Employee license shall provide all the information required by this section of the Ordinance and IGRA. At a minimum, the following information must be included on an application form adopted by the Commission for that purpose. The applicant shall pay any fees required by the Commission or the NIGC.
 - 1. Required Information. Each Person applying for a license as a Gaming Employee shall provide to the Commission, through its Executive Director, the following information on an application form for that purpose:
 - a. Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, all languages (spoken or written);
 - b. Currently and for the previous 10 years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver’s license numbers;

- c. The names and current addresses of at least three personal references, including one personal reference who was acquainted with the applicant during each period of residence listed under paragraph (b) of this section;
- d. Current business and residence telephone numbers;
- e. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
- f. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- g. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
- h. For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date and disposition;
- i. For each felony for which there is an ongoing prosecution or a conviction; the charge, the name and address of the court involved and the date and disposition if any;
- j. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application and is not otherwise listed pursuant to paragraph (h) and (i) of this subsection, the criminal charge, the name and address of the court involved and the date and disposition;
- k. The name and address of any licensing or regulatory agency with which the Person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- l. A current photograph;

- m. Any other information the Commission, deems relevant;
- n. Fingerprints consistent with procedures relating only to gaming and licensing of employees. The tribe recognizes the Commission as the law enforcement agency who has the authority to take, process and submit fingerprints of prospective employees for a criminal history check to the Federal Bureau of Investigations, and
- o. Consent to Acoma Tribal Court Jurisdiction and Compliance with all Applicable Law, including Acoma laws without regard to principles of conflict of laws. By submitting the application, the applicant agrees to comply with all of the laws, rules and regulations of the Pueblo of Acoma, and expressly consents to the jurisdiction of the Pueblo of Acoma Tribal Court for any action that may arise while on Acoma land. The Pueblo and the Commission reserve unto themselves the right to seek any available remedy whether provided in this Ordinance or not.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, revised and restated by TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(c), Pueblo of Acoma Laws 2003 and at 11-1-11(C) Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment changed the heading from “Background Investigation Information” to its current one. The October 2008 Amendments replaced the 1994 introductory paragraph. The 1994 introductory paragraph read: “The Pueblo shall request from each primary management official and from each key employee all of the following information.” The 2010 Amendment replaced the 2008 introductory paragraph with the current one. The 2008 introductory paragraph read: “The Acoma Gaming Commission is responsible for conducting the background investigations and licensing suitability determinations on all applicants for an Acoma Gaming License. The Commission shall request from each licensee all of the following information.” The 2010 Amendment adds a new subsection A(1).

Annotation 2: The July 2008 Amendments inserted “misdemeanor, or” after “For each” and the October 2008

Amendments deleted “or felony” after “misdemeanor” in subsection (h). The 2016 Amendments replaced this entire section. Former section read, "For each misdemeanor for which there is an ongoing prosecution or a conviction; the charge, the name and address of the court involved and the date of disposition if any;"

Annotation 3: The July 2008 Amendments replaced “misdemeanor conviction or ongoing misdemeanor prosecution” with “misdemeanor or felony conviction” after “For each,” and the October 2008 Amendments replaces “misdemeanor or felony conviction (excluding minor traffic violations), within 10 years of the date of the application” with “felony for which there is an ongoing prosecution or a conviction, the charge,” and added “if any” all in subsection (i).

Annotation 4: The October 2008 Amendments deleted “if such criminal charge is within (10) years of the date of the application” after “conviction,” provided proper references to paragraphs (h) and (i), and deleted “criminal charge, the” before “name and address” all in subsection (j). The 2010 Amendment moves the final sentence of this subsection into a new subsection (k). The 2016 Amendments reinserted the 2008 deletions of the phrase, "if such criminal charge is within 10 years of the date of the application" and "the criminal charge". The 2016 Amendments moved back the sentence in former (k) back into the last sentence of (i).

Annotation 5: The 2008 Amendments inserted a new subsection (k). Formerly codified at (l).

Annotation 6: The 2010 Amendment deletes “, his designee, or the Gaming Manager” after “Commission” in subsection (m). Formerly codified at (n).

Annotation 7: The October 2008 Amendments replaced the entire subsection (n) with the current one. Former subsection read: “Fingerprints consistent with procedures adopted by the Pueblo according to 25 C.F.R. § 522.2(h).” Formerly codified at (o).

Annotation 8: The 2016 Amendments added a new subsection (o).

B. A Person applying for a license as a Gaming Vendor to sell or lease a Gaming Device, Gaming Machine or Gaming Equipment shall provide all the information required by this section of the Ordinance and the Act. At a minimum, the following information must be included on an application form adopted by the Commission for that purpose. The applicant shall pay any fees required by the Commission or the NIGC.

1. Required Information. Each person applying for a Gaming

Vendor license shall provide to the Commission, through its Executive Director, the following information on an application form for that purpose:

- a. Name of business, business address, business phone, federal tax ID number (or SSN if a sole proprietorship), main office address if different from business address, any other names the applicant has done business under, type of service or goods applicant will provide.
- b. Whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity;
- c. If the applicant is a corporation, the state of incorporation, and the qualification to do business in the State of New Mexico, if the Gaming Operation is in a different State than the State of incorporation;
- d. Trade name, other names ever used, names of any wholly owned subsidiaries or other businesses owned by the vendor or its principals;
- e. General description of the business and its activities;
- f. Whether the applicant will be investing in or loaning money to the Gaming Operation and, if so, how much;
- g. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- h. A list of Indian tribes with which the vendor has an existing or previous business relationship, including ownership, financial, or management interests in non-gaming activities (list of up to 10 tribes with the ten biggest contracts);
- i. Name, addresses, and phone numbers of three business references with whom the company had regularly done business for the last five years;
- j. The name and address of any licensing or regulatory agency with which the business has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

- k. If the business has ever had a license revoked for any reason, the circumstances involved;
- l. A list of lawsuits to which the business has been a defendant, including the name and address of the court involved, and the date and disposition, if any;
- m. List the businesses' funding sources and any liabilities of \$50,000 or more;
- n. A list of the principals of the business, their social security numbers, addresses and telephone numbers, title, and percentage of ownership in the company;
- o. Certificate of registration or other similar document evidencing that the business has registered with the U.S. Department of Justice for manufacturing, repairing, reconditioning, buying, selling, leasing, using, or making available for use any gambling device;
- p. Consent to Acoma Tribal Court Jurisdiction and Compliance with all Applicable Law, including Acoma laws without regard to principles of conflict of laws. By submitting the application, the applicant agrees to comply with all of the laws, rules and regulations of the Pueblo of Acoma, and expressly consents to the jurisdiction of the Pueblo of Acoma Tribal Court for any action that may arise while on Acoma land. The Pueblo and the Commission reserve unto themselves the right to seek any available remedy whether provided in this Ordinance or not;
- q. Agree, that as a condition of its employment, the applicant shall require all of its employees, subcontractors and agents, who will be working on Acoma land on applicant's behalf, to consent to the jurisdiction of the Pueblo of Acoma Tribal Court and to the laws, rules and regulations of the Pueblo of Acoma. Before any such employee, subcontractor or agent is permitted to enter Acoma lands, each such Person shall separately sign an acknowledgement and consent with the Commission agreeing to comply with all of the laws, rules and regulations of the Pueblo of Acoma, and expressly consenting to the jurisdiction of the Pueblo of Acoma Tribal Court for any action that may arise while

on Acoma lands. The Pueblo and the Commission reserve unto themselves the right to seek any available remedy whether provided in this Ordinance or not; and

- r. Any further information the Commission deems relevant.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments added new subsections (o), (p) and (q).

- C. A Person applying for a Gaming Facility License shall provide all the information required by this section of the Ordinance and IGRA. At a minimum, the following information must be included on an application form adopted by the Commission for that purpose. The applicant shall pay any fees required by the Commission or the NIGC.

- 1. Required information. Each applicant for a Gaming Facility License shall provide to the Commission, through its Executive Director, the following information on an application form approved for that purpose:
 - a. The name and address of the property,
 - b. A legal description of the property,
 - c. The tract number for the property as assigned by the Bureau of Indian Affairs, Land Title and Records Offices, if any,
 - d. If not maintained by the Bureau of Indians Affairs, a copy of the trust or other deed(s) to the property or an explanation as to why such documentation does not exist and a documentation of the property's ownership,
 - e. Certified statement explaining how the construction and maintenance of the Gaming Facility, and the operation of that gaming will be conducted in a manner which will adequately protect the environment and the public health and safety, and
 - f. Any further information the Commission or its Executive Director deems relevant, including but not limited to that needed to show compliance with applicable

environmental, public health and safety laws and regulations.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments added "if any" to the end of paragraph (c), "Certified" to the beginning of paragraph (e), and "or its Executive Director" after "Commission" in paragraph (f).

- D. The Commission, through its Executive Director, shall require each applicant seeking a license pursuant to this law to sign and submit a Privacy Act notice on an application form as required by the Act that consists of:

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

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

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(b)(1), Pueblo of Acoma Laws 2003 and at 11-1-14(H)(4), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaced the entire introductory clause. Former introductory clause read: "Notices. The following notices shall be placed on the application form for a key employee or a primary management official before that form is filled out by an applicant."

Annotation 2: The 2008 Amendments replaced "employed in the Acoma gaming operation" with "granted a gaming license" in the second sentence of the notice.

Annotation 3: The 2008 Amendments inserted "Tribal Gaming Regulatory Authorities and the" in the third sentence of the notice. The 2010 Amendment replaces

"Tribal Gaming Regulatory Authorities" with "the Commission".

Annotation 4: The 2008 Amendments deleted "local," before "or foreign law enforcement" in the fourth sentence of the notice, but the 2010 Amendment reinserts that deletion. The 2008 Amendments delete "hiring or firing of an employee, the" before "issuance, denial or revocation" in the fourth sentence of the notice. The 2010 Amendment inserts ", denial" between "issuance" and "revocation" in the fourth sentence.

Annotation 5: The 2008 Amendments insert "license you and the gaming operation unable to" before "hire" and inserted "or non-key" after "key" in the fifth sentence of the notice. The 2010 Amendment replaced the entire fifth sentence with the current one. Former fifth sentence read: "Failure to consent to the disclosures indicated in this notice will result in the Commission being unable to license you and the gaming operation unable to hire you in a primary management official, key or non-key employee position."

Annotation 6: The 2008 Amendments inserted a new final sentence in the second paragraph of the notice. The 2010 moves the 2008 final sentence into a new Subsection (E). See below.

Annotation 7: The 2016 Amendments replaced the entire "notice" language to conform with the Privacy Act. Former "notice" read "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C.A. 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Commission and the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by the Pueblo of Acoma or the National Indian Gaming Commission in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in the Commission being unable to license you.

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

E. The Commission, through its Executive Director, shall require each

applicant seeking employment with the Acoma Gaming Enterprise to sign and submit a notice regarding false statements on an application form as required by the Act.

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

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-11(b)(3), Pueblo of Acoma Laws 2003 and at 11-1-14(H)(4)(a)(1), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendment revised the first sentence of the notice. Former first sentence read: "A false statement on any part of your license application may be grounds for not hiring you, or for firing you, after you begin work." The 2010 Amendment provides the introductory clause to subsection E.

- F. The Commission, through its Executive Director, shall require each applicant for a Gaming Vendor license to sign and submit a notice regarding false statements on an application form as required by the Act:

Inclusion of false or misleading information in the vendor application may be grounds for denial or revocation of the vendor license.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- G. Compliance with Privacy Act and False Statements Notice. The Commission, through its Executive Director, shall notify in writing each Person who is required to be licensed pursuant to this Ordinance, but who has not signed and submitted an application form containing the Privacy Act Notice or the False Statements Notice, to either complete a new application form that contains a Privacy Act notice and the False Statements notice; or sign a statement that contains the Privacy Act notice and the False Statements notice.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(b)(4), Pueblo of Acoma Laws 2003, and at 11-1-14(H)(4)(a)(2), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment provides the heading. The 2010

Amendment replaces, "Existing key employees and primary management officials shall be notified in writing that they shall either:" with the start of the sentence to "to either". The 2008 Amendments inserted "and notice regarding false statements" at the end of subsection. The 2010 Amendment deletes the 2008 insert. The 2011 Replacement deletes an unnecessary "that" as shown in "[]".

- H. Release Form. The Commission, through its Executive Director, shall obtain from each applicant a release form signed by the applicant authorizing the Commission, Commission staff, and NIGC. to obtain any information related to the applicant's activities, including schools, property interests (real and personal), employment, criminal justice agencies, regulatory agencies, businesses, financial institutions, and lending institutions

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: 2016 Amendments deleted ", medical institutions, hospitals, and health care professionals" from the end of the section.

11-1-16

Background Investigations and Background Investigation Procedures. The Commission, through its Executive Director, is responsible for conducting the background investigations on all applications for an Acoma Gaming License. In considering whether to approve an application of an Acoma Gaming License for a Primary Management Official, or any other Gaming Employee, the Executive Director shall conduct or cause to conduct a background investigation on each applicant. The background investigation shall include taking and processing fingerprints to conduct criminal history checks with federal, state and tribal law enforcement agencies including a check of criminal history records maintained by the Federal Bureau of Investigation. Upon written request by the State to the Tribe, the Commission, through its Executive Director, will provide information on Primary Management Officials and Key Employees and suppliers, sufficient to allow the State to conduct its own background investigation, as it may deem necessary, so that it may make an independent determination as to the suitability of such individuals, consistent with the standards set forth in the Compact.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-14(D), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment adds "Background Investigations and" to the heading, and adds a new first sentence to this section. The 2010

Amendment qualifies the term “employee” with “gaming” in the second sentence. The 2016 Amendments adds, “through its Executive Director,” replaces “Commission” with “Executive Director” and adds “or cause to conduct” in the first sentence. The 2016 Amendments adds a new concluding third sentence.

- A. Investigation Confidentiality. In conducting a background investigation, the Commission and its staff shall keep confidential the identity of each Person interviewed in the course of the investigation.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-Sept-24-97-6A; restated by Tribal Council Resolution NO. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(c)(2), Pueblo of Acoma Laws 2003 and at 11-1-14(I), Pueblo of Acoma Laws 2003 (2009 Replacement). The October 2008 Amendments deleted the first sentence to the subsection. Former first sentence read: “The Acoma Gaming Commission through appropriate law enforcement or other agents shall conduct an investigation sufficient to make a determination under subsection (d) below.” The 2010 Amendment deletes “promise to” before “keep”. The 2016 Amendments replaces “or its agent” with “and its staff”.

- B. Procedure for Fingerprint Submissions.

1. The Commission is authorized to negotiate and enter into an agreement with the N.I.G.C. or a State or federal law enforcement agency for the purpose of processing fingerprint submissions to obtain criminal history record information (“CHRI”) of Persons required to be licensed pursuant to Section 11-1-11(G) of this Ordinance and principals of vendor applicants required to be licensed under this Ordinance.
2. The Commission, or other person designated by the Commission in writing, is responsible for obtaining fingerprints of applicants for licenses, including principals of Gaming Vendor applicants. The Commission is also authorized to negotiate and enter into an agreement with a tribal, State or federal law enforcement agency to take such fingerprints. Such law enforcement agency shall designate an individual for the purpose of communicating with the Commission and the NIGC regarding the taking of fingerprints.

3. The Commission may impose a fee sufficient to cover the cost of the processing of the fingerprint submissions.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

C. Procedure for Processing Fingerprint Submissions.

1. Upon receipt of a completed application for a license and the payment arrangement of any required fees, the Commission or other designated entity, is authorized to obtain fingerprints. The Commission, or other designated entity, shall capture the applicant's fingerprints on an established live scan fingerprint processing machine. After obtaining the applicant's fingerprints, the Commission, or other designated entity, shall electronically submit the scans directly to the NIGC via Virtual Private Network for an FBI fingerprint check.
2. The Commission, or other designated entity, shall also send to the NIGC a check in an amount sufficient to cover the cost of processing each applicant's fingerprint submission.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- D. Criminal History Record Information. The Commission, through its Executive Director, may use the CHRI for the purpose of making a Suitability Determination and any other lawful purpose permitted by an agreement with the NIGC or a State or federal law enforcement agency. The Executive Director shall abide by all conditions or limitations imposed by such agreement on the release, dissemination or use of the CHRI. The Executive Director shall further ensure that the CHRI is restricted to the personnel directly involved in the licensing deliberations. The Executive Director shall maintain records of the identities of all personnel receiving access to the CHRI and shall furnish such records to the N.I.G.C. upon request.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- E. Background Investigative Report. The Commission, through its Executive Director, shall receive or prepare, or cause to receive or prepare, a background investigation report on each Gaming Employee and forward to the NIGC the background investigative report on each Key or Primary Management Official. An investigative report shall include all of the following:

1. Steps taken in conducting a background investigation;

2. Results obtained;
3. Conclusions reached; and
4. Basis for those conclusions.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(f)(1), Pueblo of Acoma Laws 2003 and at 11-1-14(M), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaced the heading. Former heading read, "Report to the National Indian Gaming Commission."

Annotation 2: The 2010 Amendment deleted the following clause at the beginning of the first sentence, "Pursuant to the procedures set out in subsection (K) of this section". The 2010 Amendment adds "a background investigative report on each Gaming Employee" after "prepare" in the first sentence and adds "the background" before the second "investigative report" in the first sentence. The 2008 Amendments replaced "background investigation" with "key or primary management official" in the first sentence of the introductory paragraph.

Annotation 3: The 2016 Amendments added the phrase "or cause to receive or prepare."

F. Scope of Investigation. The background investigation shall be sufficient to allow the Executive Director to make a suitability determination and shall investigate the following:

1. For Gaming Employees and Principals of a Gaming Vendor.
 - a. The Executive Director or its designee, shall obtain copies of the applicant's social security card, driver's license, passport and other documents deemed necessary by the Executive Director, or its designee, to conduct a background investigation of the applicant.
 - b. The Executive Director, or its designee, shall confirm, verify, and investigate the information provided by the applicant and obtain any additional information pursuant to the signed release form. In conducting a background investigation, the Executive Director's, or its designee,

or its agent shall promise to keep confidential the identity of each Person interviewed in the course of the investigation.

- c. Once the Executive Director, or its designee, has satisfied itself of the accuracy of the information provided by the applicant and other information obtained pursuant to a signed release form, the Executive Director shall issue, or cause to be issued, a background investigative report. The investigative report shall include, at a minimum, all of the following: a) steps taken in conducting a background investigation, b) results obtained, c) conclusions reached, and d) the bases for those conclusions. The Executive Director shall analyze such information to make the Suitability Determination. The Executive Director may conduct or cause to be conducted any further background investigation should the circumstances warrant.

2. For Gaming Vendors.

- a. The Executive Director or its designee shall verify the business' incorporation or organization status and qualification to do business in the State;
- b. The Executive Director or its designee shall obtain a business credit report, if available, and conduct a Better Business Bureau check on the vendor;
- c. The Executive Director or its designee shall conduct a check of the business' credit history;
- d. The Executive Director or its designee shall call each of the references listed in the vendor application; and
- e. The Executive Director or its designee shall conduct an investigation of the principals of the business, including a criminal history check, a credit report, and interviews with the personal references listed.
- f. Once the Executive Director, or its designee, has satisfied itself of the accuracy of the information provided by the applicant and other information obtained pursuant to a signed release form, the Executive Director, or its designee, shall issue, or cause to be issued, a background investigative report. The

investigative report shall include, at a minimum, all of the following: a) steps taken in conducting a background investigation, b) results obtained, c) conclusions reached, and d) the bases for those conclusions. The Executive Director shall analyze such information to make the Suitability Determination. The Executive Director may conduct, or cause to be conducted, any further background investigation should the circumstances warrant.

3. For Gaming Facility License Applicants.

- a. The Executive Director, or its designee, shall identify the environmental and public health and safety laws, regulations, polices, and procedures applicable to the Gaming Facility license.
- b. The Executive Director, or its designee, shall verify whether the applicant is in compliance with those laws, regulations, policies, and procedures.
- c. Once the Executive Director, or its designee, has satisfied itself of the accuracy of the information provided by the applicant and other information obtained pursuant to a signed release form, the Executive Director, or its designee, shall issue, or cause to be issued, a background investigative report. The investigative report shall include, at a minimum, all of the following: a) steps taken in conducting a background investigation, b) results obtained, c) conclusions reached, and d) the bases for those conclusions. The Executive Director shall analyze such information to make the Suitability Determination. The Executive Director may conduct, or cause to be conducted, any further background investigation should the circumstances warrant.

Origins: Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at §11-1-14(D), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment inserts the current heading. The 2010 Amendment deletes “report” after “background investigation”, replaces “eligibility” with “a suitability” and replaces “include” with “investigate” all in the introductory clause.

Annotation 2: The 2010 Amendment adds the heading at subsection (F)(1). The 2010 Amendment replaces the entire list at subsection (F)(1). Former list read: “1. Verification of the applicant through a social security card, driver’s license, birth certificate or passport; 2. Contact with each personal and business reference provided in the license application when possible; 3. A personal credit check; 4. For each misdemeanor for which there is an ongoing prosecution or a conviction; the change, the name and address of the court involved and the date of disposition if any; 5. For each felony for which there is an ongoing prosecution or a conviction; the charge, the name and address of the court involved and the date of disposition if any; 6. A conviction of the applicant for any gambling related offense in any jurisdiction; 7. A civil judgment against the applicant, based in whole or in part upon conduct that allegedly constitutes a misdemeanor and/or felony offense; 8. Contact with any previous or existing business relationships with the gaming industry and Indian tribes; and 9. Verification of the applicant’s history and status with any licensing agencies.”

Annotation 3: The 2010 Amendment adds subsections F(2) and (3).

11-1-17 Suitability Determinations - Gaming Facility Operator’s License. In determining suitability of an applicant for a Gaming Facility Operator’s license, the Commission, through its Executive Director, shall consider the following:

- A. The applicant’s business competence and gaming experience.
- B. Adequacy of proposed funding for the entire operation and suitability of the funding source.
- C. Any other factors it deems necessary to determine the suitability or appropriateness of the application being considered.
- D. Performance Assurance. The Executive Director may require the holder of a Gaming Facility Operator’s license to provide security for the payment of future wages, salaries, or other obligations, either as a condition precedent to issuance or renewal of any license or at any time the Executive Director may determine that such requirement would be in the best interest of the public. The security required shall be in such a form and amount as the Commission may, from time to time, determine.
- E. Review. The Class II or Class III Gaming Facility operator’s license shall be reviewed every third anniversary date from original licensure. An update investigation will be performed by the Executive Director

and an investigative report rendered which will address, at a minimum, the following issues:

1. The licensee's compliance with the Gaming Regulations and Minimum Internal Control Standards;
2. The licensee's compliance with all applicable tribal, state and federal regulations and statutes;
3. An analysis of the licensee's financial position; and
4. Any other issues which may reflect on the suitability of the gaming enterprise to remain licensed.

F. Issuance. A Gaming Facility Operator's license shall be issued within ten (10) days of licensure or license renewal and such license shall be conspicuously displayed and be available for public inspection. Said license shall identify the licensee, the authority by which the Commission, through its Executive Director, has to issue such license and the license expiration date.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-14(E), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment replaces "Class II or Class III" with "Suitability Determinations –" in the heading. The 2010 Amendment replaces "operation's" with "facility operator's" and replaces "Tribal Council" with the "Commission" both in the introductory clause of this subsection. The 2010 Amendment deletes former subsection (d) containing requirement to maintain confidentiality. Confidentiality provisions are contained at §11-1-16(A).

11-1-18 Suitability Determinations – Gaming Employees.

A. Determination of Suitability. Upon receipt of the background investigative report and CHRI information, the Executive Director shall make a determination of suitability. In making a determination of suitability, the Executive Director shall review a Person's prior activities, criminal record, if any, reputation, habits and associations to determine whether the applicant poses a threat to the public interest or to the effective regulation or oversight of Gaming. The following criteria may aid in determining suitability for an Acoma Gaming License:

1. Any associations in a direct business relationship, whether as a partner, joint venture or employer, with any other Person who has committed a felony other than a traffic offense, or a crime involving unlawful gambling, under the law of any tribal, state or federal jurisdiction;
2. Was employed by any other Person who has committed a felony other than a traffic office, or a crime involving unlawful gambling, under the law of any tribal, state or federal jurisdiction, if the prospective employee or official was in any way involved in the criminal activity as it occurred;
3. Any associations with Persons or businesses of known criminal background, or Persons of disreputable character, that may adversely affect the honesty, security, integrity, ability, and fairness or reputation of the Pueblo of Acoma;
4. Any material aspect of the applicant's past conduct that the Executive Director determines would adversely affect the honesty, security, integrity, ability, and fairness of gaming.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; revised and restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(d), Pueblo of Acoma Laws 2003, and at 11-1-14(J), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments changed the heading from "Eligibility Determination" to "Determination of Suitability." The 2010 Amendment changed the heading to "Suitability Determinations – Gaming Employees."

Annotation 2: The October 2008 Amendments inserted the new introductory paragraph, subsections A(1), (2), (3), and (4).

Annotation 3: The 2010 Amendment inserts the first two sentences in place of one starting sentence. Former sentence read: "The Commission shall review the investigative report of a person's prior activities, criminal record, if any, and reputation, habits and associations to make a finding concerning the suitability of a key employee or primary management official for employment in a gaming operation with an Acoma Gaming License."

Annotation 4: The 2010 Amendment removes a concluding paragraph. Former concluding paragraph read: In undertaking consideration of the above factors, the

Commission may seek and obtain information on the condition that such information remain confidential and not be disclosed to the applicant or any other parties, or information that is otherwise protected from disclosure to the applicant. The Commission shall review the person's prior activities, criminal record, if any, and reputation, habits and association to make a finding concerning the suitability of a key employee or primary management official for employment in a gaming operation. If the Acoma Gaming Commission determines that the licensure of the applicant employment of the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, such applicant shall be deemed unsuitable. The Acoma gaming establishment operations shall not employ that person in a key employee or primary management official position. The finding of suitability relates only to the specified involvement and employment an applicant has applied. If the nature of the involvement changes from that for which the applicant is found suitable, the applicant will be required to submit to a determination by the Commission of his/her suitability in any new capacity. The 2008 changes are shown in underline/strikeout.

Annotation 5: The 2016 Amendments added "or oversight" in the introductory paragraph.

B. Suitability. No finding of suitability shall be made unless and until the applicant has satisfied the Executive Director that the applicant:

1. Is a Person of good character, honesty and integrity;
2. Is a Person whose background, reputation and associations will not result in adverse publicity for the Pueblo of Acoma and its Acoma Gaming Enterprise;
3. Is a Person whose background, reputation and associations will not result in adverse performance and/or misconduct and/or misbehavior, the result of which would be adverse publicity for t Pueblo of Acoma and the Acoma Gaming Enterprise.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-14(F), Pueblo of Acoma Laws 2003 (2009 Replacement). 2010 Amendment deletes "license" before "finding of suitability" and deletes "or approval" after "finding of suitability," and replaced

“granted” with “made” in the introductory clause of this subsection.

- C. Denial of License. If the Executive Director determines that either the licensure of the applicant or engaging in business with the applicant poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Executive Director shall not license that Person, and the Executive Director shall proceed with denying the application. If the Executive Director denies the application, the Executive Director shall give written notice to the applicant and to the Acoma Gaming Enterprise informing them of the action, setting forth the grounds for the action, and revoking any temporary license. The initial decision to deny a license is not reviewable. The denial of an application to renew a license is reviewable by Tribal Court.
1. Considerations before Denial. In evaluating whether to deny a license to an applicant, the Executive Director may consider the following factors:
 - a. The nature and severity of the conduct that constituted the offense or crime;
 - b. The time that has passed since satisfactory completion of the sentence, probation, or payment of the fine imposed;
 - c. The number of offenses or crimes;
 - d. Any extenuating circumstances that enhance or reduce the impact of the offense or crime on the security, integrity, honesty, and fairness of the Acoma Gaming Enterprise;
 - e. A failure to disclose any material fact to the Commission, its staff, or other authorized agencies during initial or subsequent background or security investigations;
 - f. A misstatement or untrue statement of material fact as determined by the Executive Director; and
 - g. In undertaking consideration of the above factors, the Executive Director may seek and obtain information on the condition that the source of such information remain confidential and not be disclosed to the applicant or any

other parties. The Executive Director may rely on such information in making its determination.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, revised by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at §11-1-14(G), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds a new heading with new introductory language at subsection (C). At subsection (C)(1), the 2010 Amendment replaces “licensing to a primary management, key or non-key” with “a license to an applicant”.

Annotation 2: The October 2008 Amendments inserted new subsections (C)(1)(e) and (C)(1)(f).

2. Any Person whose initial gaming license application has been denied may request for a review of the Executive Director's decision within 10 days from the date of the Executive Director's decision. If the applicant does not request a timely review or if the review is otherwise denied, the applicant shall not be eligible to apply again for licensing until after the expiration of one year the date of such denial, unless the Executive Director advises that the denial is without prejudice as to the delay in reapplication. If the application was denied with prejudice, the applicant may not reapply until expiration of said one-year period.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, revised by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-14(O), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces “Any person whose application has been denied” with the first sentence, and the first part of the second sentence ending with “shall not be.” The 2016 Amendments replace “reconsideration” with “review of the Executive Director's decision”, replaces two remaining references of “reconsideration” with “review” and shortens time period from 30 to 10 days.

D. Grant of License.

1. Generally except for Key Employees and Primary Management Officials, if the Executive Director determines that licensure of the applicant does not pose a threat to the public interest or to

the effective regulation of gaming, or does not create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Executive Director may license that Person. The Executive Director shall issue a regular license to the applicant within 5 business days after approval by the Executive Director, at which time the temporary license (if any) shall expire, and the licensee must immediately surrender the temporary license to the Executive Director.

2. Grant of Temporary License. For Key Employees and Primary Management Officials only, if the Executive Director determines that the licensure of the applicant does not pose a threat to the public interest or to the effective regulation of gaming, or does not create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming, the Executive Director shall issue a temporary license. The Executive Director may issue or maintain a temporary license for a stated period of time, not to exceed 90 days from the date of application, within 5 business days after approval by the Executive Director. The Acoma Gaming Enterprise shall not employ as a Key Employee or Primary Management Official a Person who does not have a regular or permanent license within ninety (90) days after applying for a Gaming License. The Executive Director shall issue a Temporary License within 15 days of receiving an application from any Person which has been licensed by another gaming jurisdiction, and the license has not been revoked or suspended.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: The 2016 Amendments added a new third sentence.

- E. Time Requirements. The investigation, suitability determination, and notice of results shall be completed on all license applicants within sixty (60) days of the submission of a completed license application form.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

Post Licensing Procedures: Forwarding Certain Information to the National Indian Gaming Commission and to State Gaming Representative.

A. If Key Employee and Primary Management Official's Temporary License is Granted.

1. The issuance of a temporary license signals the Key Employee's or Primary Management Official's permission to begin work for the Acoma Gaming Enterprise. When a Key Employee or Primary Management Official begins work at the Acoma Gaming Enterprise, the Commission shall maintain a complete application file containing the information listed under Section 11-1-15(A)(1) of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-14(L), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment changed the heading to its current one. Former heading read, "Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the National Indian Gaming Commission." The 2016 Amendments added "and to State Gaming Representative" to the heading.

Annotation 2: The 2010 Amendment replaced the entire paragraph 1 with the current one. Former paragraph 1 read: "The Commission shall conduct a background investigation and make the determination referred to in subsection (J) above on all key and primary management employees and forward a Notice of Results or other applicable reports to the National Indian Gaming Commission."

Annotation 3: The 2016 Amendment replaced the entire paragraph 1 contained in the 2010 Amendment. Former paragraph 1 read: " Unless otherwise directed by NIGC, when a Key Employee or Primary Management Official begins work at a Gaming Enterprise as authorized by this Ordinance, the Commission shall forward to the NIGC a completed license application, a background investigative report on the background investigation, and a suitability determination referred to in this Ordinance.

2. The Commission shall submit a notice of results of the applicant's background investigation to the NIGC no later than

sixty (60) days after the applicant begins work. As noted elsewhere herein, the issuance of a temporary license signals the Key Employee's or Primary Management Official's permission to begin work for the Acoma Gaming Enterprise. The notice of results shall contain:

- a. Applicant's name, date of birth, and social security number;
- b. Date on which applicant began or will begin work as Key Employee or Primary Management Official;
- c. A summary of the information presented in the background investigative report, which shall at a minimum include a listing of:
 - i. Licenses that have previously been denied;
 - ii. Gaming licenses that have been revoked, even if subsequently reinstated;
 - iii. Every known criminal charge brought against the applicant within the last 10 years of the date of application; and
 - iv. Every felony of which the applicant has been convicted or any ongoing prosecution.
- d. A copy of the Suitability Determination, also referred to as an eligibility determination under 25 CFR § 556.5, made under Section 11-1-18 of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(e)(2), Pueblo of Acoma Laws 2003 and at 11-1-14(L)(2), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced "work or within sixty (60) days of the approval of this ordinance by the Chairman of the National Indian Gaming Commission, whichever is later" with "employment with the gaming operation." The 2016 Amendments replaced the entire section with the current one. Former section read, "The Commission shall forward the background investigative report referred to in this Ordinance to the National Indian Gaming Commission

within sixty (60) days after a key employee or primary management official begins employment with the gaming operation."

3. After the Commission has provided a notice of results of the background check to NIGC, the Commission may issue a regular or permanent license to the Key Employee or Primary Management Official.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(e)(3), Pueblo of Acoma Laws 2003, and at 11-1-14(L)(3), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments added "gaming" before "license" and added "approval" after "license".

Annotation 2: The July 2008 Amendments inserted "unless such approval is delayed by the Commission through no fault of the applicant" at the end of subsection (A)(3), and was removed by the October 2008 Amendments. The 2010 Amendment qualified "gaming license" with "regular".

Annotation 3: The 2016 Amendments replaced this entire section. Former section read, "The Gaming Operation shall not employ as a key employee or primary management official, a person who does not have a regular gaming license within ninety (90) days of application for an Acoma Gaming License."

4. If, within a thirty (30) day period after the NIGC receives a notice of results, the NIGC notifies the Commission, through its Executive Director, that it has no objection to the issuance of a license pursuant to a license application filed by a Key Employee or a Primary Management Official, the Executive Director may issue a regular license to such applicant, at which time the temporary license shall expire, and the Licensee must immediately surrender the temporary license to the Executive Director.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(f)(1), Pueblo of Acoma Laws 2003 and at 11-1-14(N)(1), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds “background investigative” before “report”, replaces “tribe” with the first “Commission”, deletes “for whom the tribe has provided an application and investigative report to the National Indian Gaming Commission” after “Primary Management Official”, and adds “regular” before “license”. The 2016 Amendments replaced the entire section with the current one. Former section read, " If, within a thirty (30) day period after the National Indian Gaming Commission receives a background investigative report, the National Indian Gaming Commission notifies the Commission that it has no objection to the issuance of a license pursuant to a license application filed by a Key Employee or a Primary Management Official, the Commission may issue a regular license to such applicant.

5. If, within the thirty (30) day period described above, the NIGC Chairman requests additional information concerning a Key Employee or Primary Management Official who is the subject of the notice of results, the Commission, through its Executive Director, shall respond to such request. Such a request shall suspend the thirty (30) day period under paragraph (4) of this section until the Chairman of the NIGC receives the additional information.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(f)(2), Pueblo of Acoma Laws 2003, and at 11-1-14(N)(2), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds “background investigative” before “report” in the first sentence. The 2016 Amendments replaced the entire section with the current one. Former section read, " The Commission shall respond to a request for additional information from the Chairman of the National Indian Gaming Commission concerning a Key Employee or a Primary Management Official who is the subject of a background investigative report. Such a request shall suspend the thirty (30) day period under paragraph (4) of this section until the Chairman of the National Indian Gaming Commission receives the additional information."

6. If, within the thirty (30) day period described above, the NIGC provides the Commission, through its Executive Director, with a statement itemizing objections to the issuance of a license to a Key Employee or to a Primary Management Official, the

Executive Director shall reconsider the application, taking into account the objections itemized by the NIGC. If the Executive Director has not issued a regular or permanent license, the Executive Director shall make the final decision whether to issue a regular or permanent license to the applicant. If the Executive Director has already issued a regular or permanent license before receiving NIGC's statement of objections, then the Executive Director shall provide a notice and hearing to the Licensee as provided under Sections 11-1-20(A)(1) and (B) of this Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(f)(3), Pueblo of Acoma Laws 2003, and at 11-1-14(N)(3), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment deletes, "for whom the Commission has provided an application and investigative report to the National Indian Gaming Commission," after "Primary Management Official" in the first sentence. The 2010 Amendment adds "regular" before "license" in the second sentence. The 2016 Amendments replaced this entire section with the current one. Former section read, "If, within the thirty (30) day period described above, the National Indian Gaming Commission provides the Commission with a statement itemizing objections to the issuance of a license to a Key Employee or to a Primary Management Official, the Commission shall reconsider the application, taking into account the objections itemized by the National Indian Gaming Commission. The Commission shall make the final decision whether to issue a regular license to such applicant."

7. Within 30 days after the issuance of a regular or permanent license to a Key Employee or Primary Management Official, the Commission shall notify the NIGC of its issuance.

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

B. If Key Employee and Primary Management Official's License is Denied.

1. If a regular or permanent license is not issued to an applicant, the Commission, through its Executive Director:

- a. Shall notify the NIGC; and
- b. Shall forward copies of its suitability determination, also referred to as an eligibility determination under 25 CFR § 556.5, and notice of results to the NIGC for inclusion in the Indian Gaming Individuals Records System.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(f)(3), Pueblo of Acoma Laws 2003, and at 11-1-14(M)(3), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment provides a new heading, and qualifies “license” with “temporary” in subsection 1. The 2010 amendment replaces “eligibility” with “suitability”, and adds “background” before “investigative report” in subsection (B)(1)(b).

Annotation 2: The 2016 Amendments replaced this entire section with the current one. Former section read, "If a temporary license is not issued to an applicant, the Commission: a. Shall notify the National Indian Gaming Commission; and b. May forward copies of its suitability determination and background investigative report (if any) to the National Indian Gaming Commission for inclusion in the Indian Gaming Individuals Records System."

2. With respect to Key Employees and Primary Management Officials, the Commission shall retain applications for licensure and reports (if any) of background investigations for inspection by the Chairman of the NIGC or his or her designee for no less than three (3) years, from the date of termination of employment.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-11(E)(2)(f)(4), Pueblo of Acoma Laws 2003, and at 11-1-14(M)(4), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces “employment” with “licensure”.

C. If Gaming Facility License is Approved.

1. If a Gaming Facility license is issued to an applicant, the Commission, through its Executive Director, shall submit to the Chairman of NIGC the following:
 - a. A copy of the Gaming Facility License,
 - b. An attestation certifying that by issuing the facility license:
 - i. The Pueblo has identified the environmental and public health and safety laws applicable to its Gaming Operation,
 - ii. The Pueblo is in compliance with those laws, and
 - iii. The Pueblo has ensured and is ensuring that the construction and maintenance of the Gaming Facility and the operation of that gaming is conducted in a manner which adequately protects the environment and the public health and safety.
 - iv. Except as provided in paragraph (c) below, a document listing all laws, resolution, codes, policies or procedures identified by the applicant as applicable to its Gaming Operations, other than Federal laws, in the following areas:
 1. Emergency preparedness, including but not limited to fire suppression, law enforcement, and security,
 2. Food and potable water,
 3. Construction and maintenance,
 4. Hazardous materials,
 5. Sanitation (both solid waste and wastewater), and
 6. Other environmental or public health and safety standards adopted by the Pueblo in light of climate, geography, and other local conditions and applicable to its gaming facilities, places or locations.

- c. For renewal licenses, upon reissuing a license to an existing gaming place, facility, or location, and in lieu of complying with the above paragraph, the Commission, through its Executive Director, may certify to the Chairman of the NIGC that the Pueblo has not substantially modified its laws protecting the environment and public health and safety.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

D. If Gaming Facility License is Denied.

1. The Commission, through its Executive Director, shall notify the Chairman of NIGC within 30 days if a facility license is terminated or not renewed or if a gaming place, facility, or location closes or reopens.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- E. Copy to State Gaming Representative. Whenever the Commission is required by federal or tribal law or regulation to provide to the NIGC any information, document or notice relating to the licensing of any Key Employee or Primary Management Official of the Acoma Gaming Enterprise, such information, document or notice shall be made available for inspection by the State Gaming Representative. The State Gaming Representative shall be entitled to the same right to request additional information concerning an applicant Licensee, to comment on the proposed licensing of any applicant licensee, and to supply the Commission with additional information concerning any applicant licensee, as is enjoyed by the NIGC.

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

11-1-20 License Suspension and Revocation.

A. Grounds for Suspension or Revocation.

1. If, after the issuance of a regular or permanent license to a Key Employee or Primary Management Official, the NIGC informs the Commission that a Key Employee or a Primary Management Official is not eligible for a license under the standard set forth in Section 11-1-18 of this Ordinance, the Executive Director shall immediately suspend the license and

shall provide the Licensee with written notice of suspension and proposed revocation. The Executive Director shall notify the Licensee of a time and a place for a hearing on the proposed revocation of a license pursuant to Subsection B below.

2. If, after the issuance of a license, the Executive Director obtains reliable information from any source other than the NIGC indicating that a Licensee is not suitable for a license under the standard set forth in this Ordinance or otherwise fails to comply with any conditions imposed on licensing, the Executive Director shall reopen the background investigation and notify the licensee of the investigation and provide an opportunity for the licensee to address the information received. The background investigation shall be limited to the information received with the intent of verifying the truthfulness of the information received. The Commission may develop regulations for reopening background investigations, subject to Tribal Council approval. If after the investigation, the Executive Director finds sufficient evidence that a licensee is no longer suitable for licensure based on the licensing standards and conditions imposed on the license, the Executive Director shall notify the licensee and Gaming Manager of the factual allegations, alleged violations to the Gaming Ordinance with citations to the law as codified in the Pueblo of Acoma Laws, and provide the Licensee with a prompt hearing all as further described below.

Origins: Tribal Council Resolution No. TC-MAR-24-93-01; revised by Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa, amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(h)(1), Pueblo of Acoma Laws 2003, and at 11-1-14(P)(1), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces this entire subsection. Former subsection read: "If, after the issuance of a gaming license, the Commission receives from the National Indian Gaming Commission or elsewhere reliable information indicating that any employee, especially a key employee or a primary management official is not eligible for employment under subsection (J) above, the Commission shall suspend such license before licensee's next work shift and shall notify ~~the licensee~~ in writing the licensee of the nature of suspension and the proposed revocation." The 2008 changes are shown in underline/strikeout.

Annotation 2: 2016 Amendments added new subparagraph A(1). The 2016 Amendments also added, "any source other than" in the first sentence.

3. Notice of Proposed Suspension and Revocation: The notice of proposed suspension and revocation shall identify the information received or basis for suspension and explain why the Executive Director believes that the Licensee is no longer suitable for licensure based on the license standards and/or conditions imposed on licensing. The notice of proposed suspension and revocation shall contain sufficient factual allegations with a citation to the alleged violations of the law.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

4. Notice of Hearing: Administrative Hearing Procedures: The Executive Director shall notify the licensee of a time and a place for a hearing on the proposed suspension and revocation of a license. The hearing shall occur within 30 days of issuing the notice, unless the licensee requests an extension. The Commission shall develop procedural regulations to govern the procedures to be followed in administrative hearings pursuant to this section. At a minimum, the regulations shall provide:
 - a. For the hearings to be public;
 - b. Procedures for discovery;
 - c. Assurance that procedural due process requirements are satisfied;
 - d. For the maintenance of a record of the hearing proceedings and assessment of costs of any transcription of testimony that is required for judicial review purposes; and
 - e. For the hearing to be held on Pueblo Lands.

Such regulations may also govern notices, delegation of authority to hear a matter, hearing procedures, and any other conduct or activities reasonably related to meet the intent of the Ordinance.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

5. Written Decision of the Commission. After a hearing, the Commission shall issue a final written decision supported with findings of fact and conclusions of law. The Commission shall decide whether the licensee's license shall be suspended for a period of time not to exceed 30 days, be revoked, or be permitted to retain a license subject to conditions or limitations (also referred to as a "conditional license"). The written decision shall be issued not more than fifteen (15) days after the hearing and shall be mailed by certified mail, return receipt requested, to the licensee, Acoma Gaming Enterprise, and all persons who have made a written request for notification of the action taken. The effective date of the decision of the Commission made under this section is the date the decision is received by the aggrieved party as reflected on the return receipt ("Effective Date"). The Executive Director shall notify the NIGC of the Commission's decision concerning each Key Employee or Primary Management Official within 45 days of receiving notification from the NIGC pursuant to Paragraph A(1) of this Section.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotations: The 2016 Amendments added, ",or be permitted to retain a license subject to conditions or limitations (also referred to as a "conditional license")." in the second sentence. The 2016 Amendments also added "within 45 days of receiving notification from the NIGC pursuant to Paragraph A(1) of this Section" to the end of the section.

6. Actions to Suspend, Revoke, or Place Conditions or Limitations for Cause Only. Any action to suspend, revoke or place conditions or limitations on a license may only be done for cause as described in the licensing standards and supported by substantial evidence in the whole record.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(E)(2)(h)(4), Pueblo of Acoma Laws 2003 and at 11-1-14(P)(4), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaced this entire section. Former section read: "Any Pueblo of Acoma gaming license may be suspended or revoked for cause. Any persons whose

license has been revoked, is not eligible to apply again for licensing until after the expiration of one year from the date of such revocation, unless specifically permitted by the Commission.”

Annotation 2: The 2016 Amendments replaced this entire section. Former section read, "Suspension or Revocation for Cause Only. A license may only be suspended or revoked for cause as described in the license standards and conditions imposed on licensing, and supported by substantial evidence in the whole record.

11-1-21 Effective Date, Fees, Withdrawal, Temporary License, Issuance.

- A. Effective Date. A license is valid after the date of signature by the Executive Director.

Origins: Tribal Council Resolution No. TC-OCT-21-10-VIa.

- B. License Fees. The Commission shall set a schedule of reasonable fees, subject to Tribal Council approval, for processing each license application. A current license fee schedule shall be available from the Executive Director upon request, and shall be supplied to each applicant as part of the license application papers.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised by Tribal Council Resolution No. TC-Sept.-24-97-6A, restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at ' 11-1-11(G), Pueblo of Acoma Laws 2003, and at 11-1-14(Q), Pueblo of Acoma Laws 2003 (2009 Replacement). The 1997 Amendments replaced former section with the current one. Former section read: "The fee for an Acoma Pueblo Gaming License shall be \$50 for each regular employee and \$200 for each key employee or primary management official." The 2010 Amendment adds "schedule of" before "reasonable fees" and adds "subject to Tribal Council approval," after "reasonable fees".

- C. Withdrawal of License Application.

1. A Licensee may request a withdrawal of its license application at any time prior to a final decision by the Executive Director on the license by filing a written request to withdraw with the Executive Director.

2. The Executive Director, in its discretion, may deny the request, or grant the request with or without prejudice.
3. If the request for withdrawal is granted with prejudice, the applicant is not eligible to apply again for licensing or approval after expiration of one year from the date of such withdrawal.
4. All licensing fees are non-refundable.

Origins: Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at §11-1-14(R), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces “their” with “its license” in subsection C(1).

- D. Temporary Licenses. The Commission through its Chairman or Executive Director may issue a temporary gaming license to individuals who have completed a notarized Acoma Gaming license application and a notarized Release of Information form except where grounds sufficient to disqualify the applicant are apparent on the application. For Primary Management Officials [and Key Employees], the Executive Director shall conduct or cause to conduct a preliminary background check before issuing a temporary gaming license. The Executive Director shall issue a temporary license within 15 days of receiving an application from any Person which has been licensed by another gaming jurisdiction, and the license has not been revoked or suspended. Any temporary license shall be valid for ninety (90) days. A temporary license may be revoked or suspended by the Commission at any time, for cause.

Origins: Tribal Council Resolution No. TC-Sept.-24-97-6A, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution TC-OCT-21-10-VIa; amended by Tribal Council Resolution TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-11(I), Pueblo of Acoma Laws 2003, and at 11-1-14(S), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments inserted “license” before “application” in the first sentence. The 2008 Amendments replaced “key” with “primary management” in the second sentence. The 2010 Amendment replaces “may” with “shall” in the third sentence. The 2010 Amendment removes former fourth sentence which read, “Any temporary license shall be valid for ninety (90) days, or five (5) days after federal

background reports have all been provided to the Commission, whichever the Commission determine is in the best interest of Acoma gaming." The 2010 Amendment deletes "renewed" before "revoked" in the final sentence.

Annotation 2: The 2016 Amendments replaced this entire section. Former section read, "The Commission through its Chairman or Executive Director may issue a temporary gaming license to individuals who have completed a notarized Acoma Gaming license application and a notarized Release of Information form except where grounds sufficient to disqualify the applicant are apparent on the application. For primary management employees, a preliminary background check shall be conducted by the Commission before issuing a temporary gaming license. A valid gaming license issued by another tribe or state which permits Class III gaming, and which is in good standing with that jurisdiction, shall be used to satisfy this requirement. Any temporary license shall be valid for ninety (90) days. A temporary license may be revoked or suspended by the Commission at any time, for cause."

- E. License Issuance by Commission. Each Acoma Gaming License shall be issued by the Executive Director in accordance with this Gaming Ordinance.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised by Tribal Council Resolution No. TC-Sept.-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa

Annotations: Formerly codified at § 11-1-11(H), Pueblo of Acoma Laws 2003, and at 11-1-14(T), Pueblo of Acoma Laws 2003 (2009 Replacement). The 1997 Amendments replaced "Governor's office" with "Acoma Gaming Commission". The 2008 Amendments deleted "Acoma Gaming" before "Commission", and inserted "in accordance to the Acoma Regulations" at the end of this sentence. The 2010 Amendment replaces "to the Acoma Regulations" with "with the Gaming Ordinance" at the end of the sentence.

11-1-22 Gaming Vendors - Licensing Providers of Gaming Equipment, Devices, or Supplies.

- A. Required. The Commission, through its Executive Director, shall have responsibility for licensing Gaming Vendors. The Executive Director shall obtain sufficient information and identification from the applicant seller or lessor and all Persons holding any direct and indirect financial interest in the lessor or the lease/purchase agreement concerning gaming equipment, devices or supplies as described in this

Ordinance. The Commission reserves the right to exempt any Gaming Vendor from these licensing requirements if the exemption serves the best interests of the Pueblo of Acoma.

Origins: Tribal Council Resolution No. TC-Sept.-24-97-6A, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa, amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotation 1: Formerly codified at § 11-1-11(J), Pueblo of Acoma Laws 2003, and at 11-1-22, Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds “Gaming Vendors” to the heading. The 2010 Amendment replaces “providers of gaming devices and supplies, or permitting all vendors (except for contracts for professional, legal or accounting services) including those required by the gaming compact, that provide goods and services to the Casino” with “Gaming Vendors” in the first sentence.

Annotation 2: The 2008 Amendments delete “, to allow the Commission to make an informed decision” at the end of the second sentence. The 2010 Amendment replaces “proposed” with “applicant” in the second sentence, and adds “as described in this Ordinance” to the end of the second sentence.

Annotation 3: The 2008 Amendments insert the third sentence and deletes a fourth sentence. The deleted fourth sentence read: “All providers of supplies, services, and concessions with one or more contracts which in total exceed \$25,000 annually (except contracts for professional legal or accounting services) relating to Acoma gaming shall be subject to licensure. The Commission shall also have authority to license a small vendor if that is in the best interest of the Pueblo of Acoma.” The 2010 Amendment removes “non-“ from “gaming vendor” in the last sentence.

B. Licensing Standards. The Executive Director will apply the standards for the licensing of Gaming Vendors as are applicable under this Ordinance.

Origins: Tribal Council Resolution No. TC-Sept.-24-97-6A; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; and amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-11(J)(2), Pueblo of Acoma Laws 2003, and at 11-1-14(U)(2), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment deletes “same” before “standards” and adds “gaming” before “vendors”. The 2008 Amendments replaced “gaming employee licenses” with “primary

management officials” and the 2010 Amendment deletes the 2008 replacement.

- C. License Suspension and Revocation. The provisions of this Ordinance applicable to Gaming Employee license, suspension and revocation shall apply to the suspension and revocation of any Gaming Vendor’s license issued under this subsection.

Origins: Tribal Council Resolution No. TC-Sept.-24-97-6A; restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-11(J)(3), Pueblo of Acoma Laws 2003, and at 11-1-14(U)(3), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment adds “gaming” before “employee” and adds “gaming” before “vendor’s”.

- D. License Fees. The Commission shall set a schedule of reasonable fees, subject to Tribal Council approval, for processing each license application. A current license fee schedule shall be available from the Executive Director upon request, and shall be supplied to each applicant as part of the license application papers.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b, revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa, restated by Tribal Council Resolution No. TC-OCT-31-08-VIa.

Annotations: Formerly codified at § 11-1-11(J)(4), Pueblo of Acoma Laws 2003, and at 11-1-14(U)(4), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendment replaced this entire section with the current one. Former section read: “License Fee. Each person applying to the Acoma Gaming Commission for a vendor’s license shall pay a fee pursuant to a fee schedule established by the Acoma Gaming Commission.” The 2010 Amendment replaced the entire 2008 section with the current one: 2008 section read: “Cost of Investigations. Vendors/contractors which require background investigation pursuant to IGRA or in the judgment of the Commission shall pay the cost of such investigations.”

11-1-23

Gaming Facility License and Gaming Premises License.

- A. Issuance. The Commission shall issue an Acoma Gaming Facility License for each building and building or structure where Class II or Class III Gaming will be conducted, after approval by Tribal Council. Each Gaming Facility license shall describe specifically the scope and extent of gaming allowed at that facility, including but not limited to the

maximum number of gaming machines allowed at the facility and the hours and days of operation. Each Gaming Facility license must be reissued or renewed at least once every three (3) years upon certification by the Commission that the Gaming Facility is in compliance with applicable environment, public health and safety laws.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa; amended by Tribal Council Resolution No. TC-APR-08-16-VIa.

Annotation 1: Formerly codified at §11-1-12(A), Pueblo of Acoma Laws 2003, and at 11-1-15(A), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2010 Amendment replaces the heading. Former heading read, "Site License for Gaming".

Annotation 2: The 2010 Amendment replaces "Governor" with "Commission" in the first sentence, and replaces "site" with "facility" throughout. The 2008 Amendments replaced "Permit" with "License" after "Acoma Gaming Facility" in the first sentence. The 2010 Amendment replaces "site and premises recommended by the Commission and approved by the Tribal Council for gaming at Acoma" with "building and building or structure where Class II or Class III Gaming will be conducted, after approval by Tribal Council."

Annotation 3: The 2008 Amendments inserted the second and third sentences. The 2010 Amendment adds "gaming facility" before "license" in the second sentence, deletes "video" before "gaming machines" in the second sentence, replaces "on the premises" with "at the facility" at the end of the second sentence. The 2010 Amendment replaces "the identified" with "applicable" before "environment."

Annotation 4: The 2016 Amendments added, "and the hours and days of operation" to the end of the second sentence.

- B. Required. Gaming regulated by this Ordinance may take place only at a Gaming Facility which has a Gaming Facility License for Gaming at Acoma. A Gaming Facility License for a Gaming Facility can be issued where the Gaming Facility Operator desires and segregates a Gaming Facility into gaming and non-gaming areas. Each Gaming Premises within a Gaming Facility must have a separate license.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution

No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-12(B), Pueblo of Acoma Laws 2003, and at 11-1-15(B), Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments replaced “Permit” with “License” after “Site”, the 2010 Amendment replaced “Site” with “Gaming Facility” throughout. The 2010 Amendment inserts the second and third sentence.

11-1-24 Severability and Amendment. If any part of this Gaming Ordinance is determined to be unlawful by a court of competent jurisdiction, the remainder of the Gaming Ordinance shall remain in full force and effect. This Gaming Ordinance may be changed from time to time by the Tribal Council.

Origins: Tribal Council Resolution No. TC-July-19-94-1-5b; revised and restated by Tribal Council Resolution No. TC-JUL-16-08-VIa; restated by Tribal Council Resolution No. TC-OCT-31-08-VIa; amended by Tribal Council Resolution No. TC-OCT-21-10-VIa.

Annotations: Formerly codified at § 11-1-13, Pueblo of Acoma Laws 2003, and at 11-1-16, Pueblo of Acoma Laws 2003 (2009 Replacement). The 2008 Amendments inserted the second sentence. The 2010 Amendment deletes “by the Acoma Gaming Commission and approved” before “by the Pueblo of Acoma”.

11-1-25 Surveillance. [RESERVED]

11-1-26 Internet Gaming. In the event that internet gaming is authorized within the State, the State and the Tribe have agreed that they will reopen good faith negotiations to evaluate the impact, if any, of internet gaming and consider adjustments to the Compact. If any adjustments are made to the Compact, the Ordinance may need to be revised to reflect those adjustments, and may cause the Commission to promulgate regulations governing internet gaming

Origins: Tribal Council Resolution No. TC-APR-08-16-VIa.

Chapter 2. INDIAN GAMING COMPACT

Origins: New Mexico Indian Gaming Compact and Revenue Sharing Agreement enacted 1997, codified at New Mexico Statutes Annotated (NMSA 1978) § 11-13-1 *et. seq.* (1997); Compact and Revenue Sharing Agreement enacted by Tribal Council Resolution No. TC-JUL-07-97; Secretary of the Interior allowed Compact and Revenue Sharing Agreement to take effect; Notice that Compact and Revenue Sharing Agreement “considered approved, but only to the extent the Compacts are consistent with the

provisions of IGRA” published in Federal Register/Vol. 62, No. 168/August 29, 1997/p. 45867. This is the “effective date” of the 1997 Compact and Agreement.

In 2001, the Pueblo and the State of New Mexico entered into “Tribal-State Class III Gaming Compact” which superceded the 1997 Gaming Compact. The 2001 Gaming Compact, as provided in Section 9(D) of the 2001 Gaming Compact, became effective on December 14, 2001 when notice of federal approval was published in Federal Register/Vol. 66, No. 241/Friday, December 14, 2001/p. 64856. In 2015, the Pueblo and the State of New Mexico entered into the "Indian Gaming Compact Between the State of New Mexico and the Pueblo of Acoma," and as provided in Section 9(A) of the 2015 Gaming Compact, it became effective on June 22, 2015 when notice of approval was published in Federal Register/Vol. 80, No. 119/Monday, June 22, 2015/p. 35668.

Annotations: Tribal Council Resolution No. TC-AUG-7-01-3 approved the 2001 Tribal-State Gaming Compact. Tribal Council Resolution No. TC-MAR-26-15-VIa approved the 2015 Indian Gaming Compact.

11-2-0

Introduction.

- A. The State is a sovereign State of the United States of America, having been admitted to the Union pursuant to the Act of June 20, 1910, 36 Statutes at Large 557, Chapter 310, and is authorized by its constitution to enter into contracts and agreements, including this Compact, with the Tribe;
- B. The Tribe is a sovereign federally recognized Indian tribe and its governing body has authorized the officials of the Tribe to enter into contracts and agreements of every description, including this Compact, with the State;
- C. The Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 et. seq (hereinafter “IGRA”), which permits Indian tribes to conduct Class III Gaming on Indian Lands pursuant to a tribal-state Compact entered into for that purpose;
- D. The 1999 State legislature has enacted SB 737, as 1999 N.M. Laws, ch. 252, known as the “Compact Negotiation Act,” creating a process whereby the State and the Tribe have engaged in negotiations leading to this Compact, with review by a joint legislative committee, and with final approval by a majority vote in each house of the legislature;
- E. The Tribe owns or controls Indian Lands and by Ordinance has

adopted rules and regulations governing Class III games played and related activities at any Gaming Facility;

- F. The State and the Tribe, in recognition of the sovereign rights of each party and in a spirit of cooperation to promote the best interests of the citizens of the State and the members of the Tribe, have engaged in good faith negotiations recognizing and respecting the interests of each party and have agreed to this Compact, and following those individual negotiations, have combined multiple tribal-state negotiations to develop this single Compact;
- G. The Tribe has informed the State that it does not intend to conduct Class III Gaming on Indian Lands that are eligible for gaming pursuant to 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii). If, in the future, the Tribe desires to conduct Class III Gaming on Indian Lands eligible for gaming pursuant to 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii), the Tribe intends to negotiate a separate compact with the State to address the unique circumstances and conditions associated with such lands. The Tribe acknowledges and agrees that it has not addressed those circumstances and conditions in the negotiations leading up to this Compact and that there are federal authorizations required to determine eligibility to game on those lands. For those reasons, the Tribe agrees that the execution of this Compact is not evidence of and cannot be used to support a determination that any land located in the State is eligible for gaming pursuant to the 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii).

NOW, THEREFORE, the State and the Tribe agree as follows:

Annotation 1: IGRA is the Federal Indian Gaming Regulatory Act, 25 U.S.C. § 2701-2721 [P.L. 100-497, 102 Stat. 2467-2488].

Annotation 2: In this chapter, “State” means the State of New Mexico. “Tribe” means the Pueblo of Acoma. “Compact” refers to Title II, Chapter 2.

Annotation 3: The 2001 Gaming Compact added a new subsection D, and combined former subsections D and E into the current subsection E.

Annotation 4: The 2015 Gaming Compact added the concluding phrase to subsection F, and provided a new subsection G.

11-2-1

Purpose and Objectives. The purpose and objectives of the State and the Tribe in making this Compact are as follows:

- A. To evidence the good will and cooperative spirit between the State and the Tribe;
- B. To continue the development of an effective government-to-government relationship between the State and the Tribe;
- C. To provide for the regulation of Class III Gaming on Indian Lands as required by the IGRA;
- D. To fulfill the purpose and intent of the IGRA by providing for tribal gaming as a means of generating tribal revenues, thereby promoting tribal economic development, tribal self-sufficiency, and strong tribal government;
- E. To provide revenues to fund tribal government operations or programs, to provide for the general welfare of the tribal members and for other purposes allowed under the IGRA;
- F. To provide for the effective regulation of Class III Gaming in which the Tribe shall have the sole proprietary interest and be the primary beneficiary; and
- G. To address the State's interest in the establishment, by the Tribe, of rules and procedures for ensuring that Class III Gaming is conducted fairly and honestly by the owners, operators, employees and patrons of any Class III Gaming enterprise on Indian Lands.
- H. To settle and resolve certain disputes that have arisen between the Tribe and the State under the provisions of the Predecessor Agreements.

Origins: 1997 Gaming Compact. Restated in 2001 Gaming Compact. 2001 Gaming Compact added paragraph 8. 2015 Gaming Compact revised the heading from "Terms and Conditions" to "Purpose and Objectives".

11-2-2 Definitions. For purposes of this Compact, the following definitions pertain:

- A. "Adjusted Net Win" is Net Win with certain deductions for purposes of calculating revenue sharing as set forth in Section 11(C) of this Compact.

Origins: 2015 Gaming Compact.

- B. "Card Minder" means a technological aid for a bingo game that serves as an electronic substitute for bingo cards and is used by a player to monitor bingo cards and called bingo numbers. A Card Minder does

not include a device which permits a player to cover or daub a bingo card other than through overt action after numbers are released.

Origins: 2015 Gaming Compact.

C. “Class III gaming” means all forms of gaming as defined in 25 U.S.C. § 2703(8), and 25 C.F.R. § 502.4.

D. “Compact” means this compact between the State and the Tribe, and including the Appendix thereto.

Origins: 2015 Gaming Compact.

Annotations: 2015 Compact added, ",and including the Appendix thereto."

E. “Compliance Report” is the report submitted annually to the State Gaming Representative by the Tribal Gaming Agency according to the requirements set forth in the Appendix attached to the Compact.

Origins: 2015 Gaming Compact.

F. “Effective Date” has the meaning set forth in Section 9(A) of this Compact.

Origins: 2015 Gaming Compact.

G. “Free Play” means play on a Class III Gaming Machine initiated by points or credits provided to patrons without monetary consideration, and which have no cash redemption value.

Origins: 2015 Gaming Compact.

H. “Gaming employee” means a person connected directly with the conduct of Class III Gaming, or handling the proceeds thereof or handling any Gaming Machine; but “Gaming Employee” does not include:

1. Bartenders, cocktail servers or other persons engaged solely in preparing or serving food or beverages;
2. Secretarial or janitorial personnel;
3. Stage, sound and light technicians; or
4. Other nongaming personnel.

Origins: 2001 Gaming Compact.

I. “Gaming enterprise” means the tribal entity created and designated by

the Tribe as having authority to conduct Class III Gaming pursuant to this Compact.

- J. “Gaming facility” means the buildings or structures in which Class III Gaming is conducted on Indian Lands.
- K. “Gaming machine” means a mechanical, electromechanical or electronic contrivance or machine that, upon insertion of a coin, token or similar object, or upon payment of any consideration in any manner, is available to play or operate a game of chance, notwithstanding that some skill may be a factor, whether the payoff is made automatically from the Gaming Machine or in any other manner; but Gaming Machine does not include a Card Minder or a Table Game or any devices utilized in Table Games. Additional clarification of the definitions of a Gaming Machine and a Table Game is set further in the Appendix.

Origins: _____ Gaming Compact; amended by 2015 Gaming Compact.

Annotations: 2015 Gaming Compact added "in any manner" after "consideration," and "of chance, notwithstanding that some skill may be a factor," after game" and added the concluding clause in the first sentence. 2015 Gaming Compact added the final sentence.

- L. “Indian lands” means:
 - 1. All lands within the exterior boundaries of the Tribe’s reservation and its confirmed grants from prior sovereigns; or
 - 2. Any other lands title to which is either held in trust by the United States for the exclusive benefit of the Tribe or a member thereof or is held by the Tribe or a member thereof subject to restrictions against alienation imposed by the United States, and over which the Tribe exercises jurisdiction and governmental authority, but not including any land within the boundaries of a municipality that is outside of the boundaries of the Tribe’s reservation or confirmed Spanish grant, as those boundaries existed on October 17, 1988.
- M. “Key employee” means that term as defined in 25 CFR § 502.14.
- N. “Management contract” means a contract within the meaning of 25 U.S.C. §§ 2710(d)(9) and 2711.
- O. “Management contractor” means any person or entity that has entered

into a Management Contract with the Tribe.

- P. "Net Win" the win from gaming activities, which is the difference between gaming wins and losses before deducting costs and expenses or deducting incentives or adjusting for changes in progressive jackpot liability accruals. Generally, Net Win is the difference between patron wagers and payouts made on winning wagers. Additional clarification of the accounting for Free Play, Point Play, Participation Fees, and amounts paid with respect to wide area progressive Class III Gaming Machines is set forth in the Appendix.

Origins: 2015 Gaming Compact.

- Q. "Ordinance" means the gaming ordinance, any amendments thereto adopted by the Tribal Council of the Tribe, and any regulations which are promulgated pursuant to the gaming ordinance.

Origins: ____ Gaming Compact; amended by 2015 Gaming Compact.

Annotations: 2015 Gaming Compact deleted "and" before "any amendments" and added the final concluding clause.

- R. "Point Play" means play on a Class III Gaming Machine initiated by points earned or accrued by a player through previous Gaming Machine play, players' clubs, or any other method, and which have no cash redemption value.

Origins: 2015 Gaming Compact.

- S. "Predecessor Agreements" means the last tribal-state class III gaming compact, if any, entered into between the Tribe and the State preceding the execution of this Compact

Origins: 2001 Gaming Compact; amended by 2015 Gaming Compact.

Annotations: 2015 Gaming Compact provided new definition. Former definition read, "means the tribal-state class III gaming compact and the accompanying revenue sharing agreement entered into between the Tribe and the State pursuant to 1997 Laws, ch. 190, §§ 1,2.

- T. "Primary management official" means that term as defined in 25 CFR § 502.19.

- U. "State" means the State of New Mexico.

- V. "State Gaming Representative" means that person designated by the Gaming Control Board pursuant to the Gaming Control Act [NMSA

1978, §§ 60-2E-1 to 60-2E-62 (1997, as amended through 2014) who will be responsible for actions of the State set out in the Compact. The State Legislature may enact legislation to establish an agency of the State to perform the duties of the State Gaming Representative.

Origins: 1997 Gaming Compact; Amended by 2001 Gaming Compact.

Annotations: 2001 Gaming Compact inserted a new last sentence providing state references to the Gaming Control Act. 2015 Gaming Compact updated references to State law.

W. “Table Game” means a Class III game of chance, in which the outcome depends to a material degree on an element of chance, notwithstanding that some skill may be a factor, that is played using a wheel, cards or dice, and that requires an attendant to initiate the game or to collect wagers or pay prizes. Additional clarification of this definition is set forth in the Appendix.

Origins: 2015 Gaming Compact.

X. “Tribal Gaming Agency” means the tribal governmental agency which will be identified to the State Gaming Representative as the agency responsible for actions of the Tribe set out in the Compact. It will be the single contact with the State and may be relied upon as such by the State.

Y. “Tribe” means the federally recognized Indian Tribe, Nation, or Pueblo located within the State of New Mexico entering into this Compact.

Origins: Unless otherwise noted under each definition, the origins for each are the 1997 Gaming Compact; Restated in 2001 Gaming Compact; Restated in 2015 Gaming Compact.

11-2-3

Authorized Class III Gaming.

A. Permitted Class III Gaming. The Tribe may conduct, only on Indian Lands, subject to all of the terms and conditions of this Compact, any or all forms of Class III Gaming.

B. Limitations. Subject to the foregoing, and subject to all of the terms and conditions of the Compact, the Tribe shall establish, at its discretion, by tribal law, such limitations as it deems appropriate on the amount and type of Class III Gaming conducted, the location of Class III Gaming on Indian Lands, the hours and days of operation, and betting and pot limits, applicable to such gaming.

C. Number of Facilities.

1. The Tribe may operate:
 - (a) Two (2) Gaming Facilities; or
 - (b) Three (3) Gaming Facilities if the Tribe has at least seventy five thousand (75,000) tribal members residing in the State. The Tribal membership shall be based on official figures from the Tribe's tribal enrollment office. Prior to the opening of a third Gaming Facility, the Tribe shall provide the State Gaming Representative with documentation to show that its Tribal membership numbers meet the requirements set forth herein.
2. In addition to the number of Gaming Facilities permitted under Section 3(C)(1), the Tribe may operate one (1) Legacy Gaming Facility if it meets the requirements in Section (C)(5) below.
3. If the Tribe is eligible for a third Gaming Facility pursuant to Section (C)(1)(b) above, it shall not open such Gaming Facility to the public earlier than the date that is six (6) years from the Effective Date of the Compact.
4. In no event shall the Tribe be permitted to operate more than the number of Gaming Facilities authorized under Section (C)(1) and one (1) Legacy Gaming Facility.
5. If, as of June 30, 2015, the Tribe is already operating more than two Gaming Facilities and those Gaming Facilities are permitted under the terms of its Predecessor Agreement, it may designate one (1) Gaming Facility as a "Legacy Gaming Facility" and the following shall apply:
 - (a) The Legacy Gaming Facility shall be that Gaming Facility with the fewest Class III Gaming Machines in operation as of June 30, 2015 (the "Legacy Gaming Facility Deadline Date"), or in the event that a Tribe has more than one (1) Gaming Facility that operates less than one hundred and thirty (130) Class III Gaming Machines, the Tribe may designate one of those Gaming Facilities as its Legacy Gaming Facility by the Legacy Gaming Facility Deadline Date.
 - (b) Within ten (10) days of the Legacy Gaming Facility Deadline Date, the Tribe shall have an authorized

representative sign a sworn affidavit that designates the Legacy Gaming Facility, provides the location of the Legacy Gaming Facility, and a detailed description of its gaming operations at the Legacy Gaming Facility as of that date, including the specific number of Gaming Machines and any other gaming activities and shall submit said affidavit to the State Gaming Representative.

- (c) The Legacy Gaming Facility shall be permitted to move one (1) time from its location as of June 30, 2015 (the "Existing Location"), subject to the following restrictions:
 - i) the Legacy Gaming Facility shall not be moved more than seventeen (17) miles from its Existing Location; and
 - ii) the Legacy Gaming Facility shall not be permitted to move if its Existing Location is located within fifty (50) miles from another Tribe's Gaming Facility located within the State.
- (d) The Gaming Enterprise shall not operate in excess of one hundred thirty (130) Class III Gaming Machines at the Legacy Gaming Facility.

Origins: 1997 Gaming Compact. Restated in 2001 Gaming Compact. Amended in 2015 Gaming Compact.

Annotation 1: 2001 Gaming Compact opted not to define the games under "Class III Gaming" and replaced the items considered Class III Gaming with the phrase "Class III Gaming" in the first sentence of this section.

Annotation 2: 2015 Gaming Compact provided a new heading for the second paragraph, added ",and subject to all of the terms and conditions of the Compact," after "foregoing," and replaced "number" with "amount" all in subsection B.

Annotation 3: 2015 Gaming Compact added a new subsection C.

11-2-4 Conduct of Class III Gaming

Origins: 1997 Gaming Compact; amended by 2001 Gaming Compact; amended by 2015 Gaming Compact.

Annotation 1: 2001 Gaming Compact changed the heading of this Section from "Regulation of Class III

Gaming” to its current heading. 2001 Compact made other changes as described after each sub-section and paragraph below. 2015 Gaming Compact added a new subsection A(9). 2015 Gaming Compact made other changes as described after each sub-section and paragraph below.

A. Tribal Gaming Agency. The Tribal Gaming Agency will assure that the Tribe will:

1. operate all Class III Gaming pursuant to this Compact, tribal law, the IGRA and other applicable federal law;
2. provide for the physical safety of patrons in any Gaming Facility;
3. provide for the physical safety of personnel employed by the gaming enterprise;
4. provide for the physical safeguarding of assets transported to and from the Gaming Facility and cashier’s cage department;
5. provide for the protection of the property of the patrons and the gaming enterprise from illegal activity;
6. participate in licensing of Primary Management Officials and Key Employees of a Class III Gaming Enterprise;
7. detain persons who may be involved in illegal acts for the purpose of notifying law enforcement authorities;
8. record and investigate any and all unusual occurrences related to Class III Gaming within the Gaming Facility; and
9. 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. Regulations. Without affecting the generality of the foregoing, the Tribe shall adopt laws:

1. prohibiting participation in any Class III Gaming by any person under the age of twenty-one (21);

2. prohibiting the employment of any person as a Gaming Employee who is under the age of twenty-one (21) or who has not been licensed in accordance with the applicable requirements of federal and tribal law;

Annotations: 2001 Gaming Compact modified subsection B(2) by inserting "as a gaming employee" in the first and second line in lieu of "in Class III Gaming activities", and replacing the prior language of "Section 5, herein" which appeared in the last line with the phrase "the applicable requirements of federal and tribal law".

3. requiring the Tribe to take all necessary action to impose on its gaming operation standards and requirements equivalent to or more stringent than those contained in the federal Fair Labor Standards Act of 1938, the federal Occupational Safety and Health Act of 1970, and any other federal laws generally applicable to Indian tribes relating to wages, hours of work and conditions of work, and the regulations issued thereunder;

Annotations: 2015 Gaming Compact modified subsection B(3) by adding the phrase, "generally applicable to Indian tribes".

4. requiring that, on 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;
5. prohibiting the Tribe, the Gaming Enterprise and a Management Contractor from discriminating in the employment of persons to work for the Gaming Enterprise or in the 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 Tribe from granting preference in employment actions to tribal members or other Indians in accordance with established tribal laws and policies;

Annotations: 2001 Gaming Compact modified subsection B(5) by inserting the proviso language which appears in the last clause of subsection B(5).

6. requiring the Tribe, through its Gaming Enterprise or through a third-party entity, to provide to all employees of a Gaming Enterprise employment benefits, including, at a minimum, sick

leave, life insurance, paid annual leave or paid time off and medical and dental insurance as well as providing unemployment insurance and workers' compensation insurance through participation in programs offering benefits at least as favorable as those provided by comparable State programs, and which programs shall afford the employees due process of law and shall include an effective means for an employee to appeal an adverse determination by the insurer to an impartial forum, such as (but not limited to) the Tribe's Tribal Court, which appeal shall be decided in a timely manner and in an administrative or judicial proceeding and as to which no defense of tribal sovereign immunity would be available; and provide that to fulfill this requirement the Tribe may elect to participate in the State's program upon execution of an appropriate agreement with the State;

Annotations: 2015 Gaming Compact replaced this entire section. Former section read, "Providing to all employees of a gaming establishment employment benefits, including, at a minimum, sick leave, life insurance, paid annual leave and medical and dental insurance as well as providing unemployment insurance and workers' compensation insurance through participation in programs offering benefits at least as favorable as those provided by comparable state programs."

7. providing a grievance process for an employee of the Gaming Enterprise in cases of disciplinary or punitive action taken against an employee that includes a process for appeals to persons of greater authority than the immediate supervisor of the employee;

Annotations: 2015 Gaming Compact inserted "of the Gaming Enterprise" after the first "employee".

8. permitting inspectors from the Indian Health Service, a federal agency within the Department of Health and Human Services, to inspect the Gaming Facility's food service operations during normal Gaming Facility business hours to assure that standards and requirements equivalent to the State's Food Service Sanitation Act [NMSA 1978, § 25-1-1 (1977, as amended through 2014)] are maintained and if such inspections have occurred, the Tribe shall provide documentation of the inspections to the State Gaming Representative with the Compliance Report referenced in Section 4(E)(2) of this Compact, or if the Indian Health Service does not conduct such inspections, permitting the State Department of Environment to conduct such inspections;

Annotations: 2015 Gaming Compact replaced this entire section. Former section read, "Permitting State Department of Environment inspectors to inspect Gaming Facilities' food service operations during normal Gaming Facility business hours to assure that standards and requirements equivalent to the State's Food Service Sanitation Act [Chapter 25, Article 1 NMSA 1978] are maintained."

9. prohibiting the Gaming Enterprise, and the Tribe in connection with gaming, from cashing any paycheck or any type of government assistance check, including Social Security, TANF, pension and other similar checks, for any patron;

Annotations: 2001 Gaming Compact modifies this subsection B(9) by replacing "AFDC" with "TANF". 2001 Gaming Compact made global modifications throughout the Compact to replace "AFDC" with "TANF". 2015 Gaming Compact added ", and the Tribe in connection with gaming," after "Gaming Enterprise."

10. prohibiting the Gaming Enterprise, and the Tribe in connection with gaming, from extending credit by accepting IOUs or markers from its patrons, except that short-term credit may be extended to certain qualified patrons with sufficient demonstrated available cash balances to cover the amount of the credit extended (not less than ten thousand dollars (\$10,000) to be repaid within thirty (30) days); provided that the Tribe complies with all applicable federal law and all provisions of the Appendix related to credit (including the State reporting requirements), and provides a copy of the regulations referenced in the Appendix to the State for review and comment prior to implementation;

Annotations: 2015 Gaming Compact replaced this entire section. Former section read, "Prohibiting a gaming enterprise from extending credit by accepting IOUs or markers from its patrons."

11. Requiring that automatic teller machines on Gaming Facility premises be programmed so that the machines will not accept cards issued by the State to TANF recipients for access to TANF benefits;
12. providing that each electronic or electromechanical gaming device 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 the meaning of this requirement;

Annotations: 2015 Gaming Compact moved former subsection B(10) into the end of this subsection, with modifications. With this move, the 2015 Gaming Compact renumbers the subsections. 2015 Gaming Compact deleted "in use" after "device."

13. providing that all Class III Gaming Machines on the premises of the Gaming Facility will be connected to a central computerized monitoring and control system on the Gaming Facility premises, which shall collect on a continual basis the activity of each Gaming Machine in use at the Gaming Facility, and that by no later than ninety days after this Compact takes effect, the wager and payout data of each machine, electronically captured by the Gaming Enterprise's central computer, may be accessed and downloaded electronically by the State Gaming Representative by a dedicated telecommunications connection, on a "read-only" basis, upon entry of appropriate security codes; but provided that in no event shall the State Gaming Representative be 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, and provided further that the system for electronic access to the machine wager and payout data collected by the Gaming Enterprise technical staff 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 reporting and auditing system;

Annotation 1: 2001 Gaming Compact modifies this subsection by replacing prior language in line 5 with the new language beginning with "by no later than ninety days after this Compact takes effect...". Also, the phrase "no later than ninety (90) days after this Compact takes effect" has been removed from the first line of this subsection B(13).

Annotation 2: 2015 Gaming Compact replaced this entire section. Former section read, " providing that all gaming machines on the premises of the Gaming Facility will be connected to a central computerized reporting and auditing system on the Gaming Facility premises, which shall collect on a continual basis the activity of each gaming machine in

use at the Gaming Facility, and that by no later than ninety days after this Compact takes effect, the wager and payout data of each machine, once it is fed into the gaming enterprise's central computer, may be accessed electronically by the State gaming representative by a dedicated telecommunications connection, on a "read-only" basis, upon entry of appropriate security codes; but provided that in no event shall the State Gaming Representative be 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, and provided further that the system for electronic access to the machine wager and payout data collected by the gaming enterprise's central computer shall be constructed and installed at the state's cost, and shall be designed in conjunction with Gaming Enterprise technical staff 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 reporting and auditing system."

14. Enacting provisions that:

- a. prohibit an employee of the Gaming Enterprise from selling, serving, giving or delivering an alcoholic beverage to an intoxicated person or from procuring or aiding in the procurement of any alcoholic beverage for an intoxicated person at the Gaming Facility;

Annotations: 2001 Gaming Compact modifies this subsection by replacing the phrase "Gaming Facility" in line one with "Gaming enterprise". This change is made globally throughout the 2001 Gaming Compact where applicable. Change made to distinguish Gaming enterprise and Gaming Facility. Note that the phrase "Gaming Facility" which appears at the last line is not changed to "Gaming enterprise."

- b. require Gaming Enterprise employees that dispense, sell, serve or deliver alcoholic beverages to attend Alcohol Server Education Classes similar to those classes provided for in the New Mexico Liquor Control Act;

Annotations: 2001 Gaming Compact modifies this subsection by replacing the phrase "Gaming Facility" in line one with "Gaming enterprise".

- c. require the Gaming Enterprise to purchase and maintain

a liquor liability insurance policy that will provide, at a minimum, personal injury coverage of one million dollars (\$1,000,000) per incident and two million dollars (\$2,000,000) aggregate per policy year;

Annotations: 2001 Gaming Compact inserts this new subsection . Language for this subsection is derived from prior subsection B(15)(b) in the 1997 Gaming Compact.

15. prohibiting alcoholic beverages from being sold, served, delivered or consumed in that part of a Gaming Facility where gaming is allowed;
16. requiring the Gaming Enterprise to spend an amount that is no less than one-quarter of one percent (.25%) of its Adjusted Net Win as that term is defined in Section 11(C)(1), to fund or support programs that the Tribe 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; and requiring that a substantial portion of such funds be distributed to an organization that has expertise in and provides counseling, intervention or other services for compulsive gamblers in New Mexico, and whose services are available to all persons without regard to race or tribal membership and requiring that the Tribe submit a report accounting for the use of these funds as described in the attached Appendix, and that this report and any other information existing as a result of this paragraph, not including information that may identify or contain information referring to any gaming patron, shall not be subject to the confidentiality provisions of Section 4(E)(4) of this Compact and shall be made available for inspection and publication without restriction or limitation;

Annotation 1: 2001 Gaming Compact modifies this subsection by replacing "gambling" in the fifth line with "gamblers in New Mexico" and adding the remaining concluding language to this subsection.

Annotation 2: 2015 Gaming Compact replaced this entire section. Former section read, "requiring the gaming enterprise to spend an amount that is no less than one-quarter of one percent (.25%) of its net win as that term is defined herein annually to fund or support programs for the treatment and assistance of compulsive gamblers in New Mexico; and requiring that a substantial portion of such funds be distributed to an organization that has expertise in and provides counseling, intervention or other services for compulsive gamblers in New Mexico, and whose services are available to all persons without regard to race or tribal

membership."

17. Governing any Management Contract regarding its Class III Gaming activity so that it conforms to the requirements of tribal law and the IGRA and the regulations issued thereunder;

Annotations: 2001 Gaming Compact replaces the word "such" in line 2 with "so". 2015 Gaming Compact deleted the next subsection, requiring closure of operations for at least 4 consecutive hours daily, except holidays, and caused the renumbering of the subsections to the remainder.

18. prohibiting the Gaming Enterprise and the Tribe from providing, allowing, contracting to provide or arranging to provide alcoholic beverages for no charge or at reduced prices within a Gaming Facility;

Annotations: 2015 Gaming Compact inserted "within a Gaming Facility" at the end of the sentence.

19. prohibiting the Gaming Enterprise and the Tribe from providing, allowing, contracting to provide or arranging to provide food or lodging for no charge or at reduced prices, at a Gaming Facility or lodging facility as an incentive or enticement for patrons to game (Complimentaries"), except that (i) this provision shall not apply to rewards received by patrons in exchange for points or credits accrued under any form of a players' club program; and (ii) the Gaming Enterprise or Tribe may provide discretionary Complimentaries provided that the cumulative market value of all discretionary Complimentaries, on an annual basis, does not exceed three percent (3%) of the Tribe's annual Adjusted Net Win for the same year. The Tribe shall, on a quarterly basis, report to the State the total amount of the discretionary Complimentaries during the previous quarter in dollars and as a percentage of Adjusted Net Win for such quarter. The Tribe shall adopt and follow the minimum internal control standard and policies and procedures set forth in the Appendix, shall comply with all applicable federal law and all provisions of the Appendix related to Complimentaries (including the State reporting requirements), and shall provide a copy of the regulations referenced in the Appendix to the State for review and comment prior to implementation

Annotations: 2001 Gaming Compact rephrases the substance of this subsection. 2015 Gaming Compact replaced this entire section. Former section read, "Prohibiting a Tribal Gaming Enterprise and the Tribe from providing, allowing, contracting to provide or arranging to

provide alcoholic beverages for no charge or at reduced prices or from providing, allowing, contracting to provide or arranging to provide food or lodging for no charge or at nominal prices, at a Gaming Facility or lodging facility as an incentive or enticement for patrons to game."

C. Audit and Financial Statements.

1. Annual Audit. Not less than annually at the Gaming Enterprise's fiscal year end, the Tribal Gaming Agency shall require, at the expense of the Gaming Enterprise, an audit and audit report of the financial statements covering all financial activities of the Gaming Enterprise in the State of New Mexico. The audit and audit report shall be prepared by an independent certified public accountant licensed by the New Mexico Public Accountancy Board. The audit report shall include written verification by the independent certified public accountant of the accuracy of the quarterly Adjusted Net Win calculation as required by Section 11(C) and shall specify the total amount of patron wagers and total amount of payouts made on winning wagers in Class III Gaming on all Gaming Machines at the Tribe's Gaming Facilities for purposes of calculating Adjusted Net Win. The financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP). All books and records relating to Class III Gaming shall be retained for a period of at least five (5) years from the date of creation, as required by 25 C.F.R. § 571.7(c). The independent certified public accountant shall issue a report on audited financial statements of the Tribe's Gaming Enterprise in the State of New Mexico. The independent certified public accountant shall perform the audit in accordance with generally accepted auditing standards published by the American Institute of Certified Public Accountants, and submit the audited financial statements, along with any reports or management letter(s) the accountant has prepared, to the Tribal Gaming Agency within one hundred twenty (120) days after the Gaming Enterprise's fiscal year end. Promptly upon receipt of the audited financial statements, and in no event later than one hundred twenty (120) days after the fiscal year end, the Tribal Gaming Agency shall provide copies of the financial statement and audit report to the State Gaming Representative, along with copies of any and all documents the independent certified public accountant has provided to the Tribe or the Tribal Gaming Agency concerning the audit, including but not limited to copies of any and all reports and management letter(s). If the Gaming Enterprise changes its fiscal year end, it may elect either to prepare financial

statements for a short fiscal year or for an extended fiscal year, but in no event shall an extended fiscal year extend more than fifteen (15) months.

Annotation 1: 2001 Gaming Compact modified former subsection C (See annotation 2 below) by replacing the time frame for retaining records from six to five years and provided the source for this change at line 5 to indicate that it is derived from 25 C.F.R. § 571.7(c). Also, the phrase “, but such documents shall be subject to the provisions of § 4(E)(3) of this Compact” is inserted in the last phrase of the second to the last sentence. Section 4(E)(3) of the 2001 Gaming Compact refers to Section 11-2-4(E)(3) of the Pueblo of Acoma Laws 2003.

Annotation 2: 2015 Gaming Compact replaced entirety of this subsection. Former subsection read: " The Tribal Gaming Agency shall require all books and records relating to Class III Gaming to be maintained in accordance with generally accepted accounting principles. All such books and records shall be retained for a period of at least five (5) years from the date of creation, as required by 25 C.F.R. § 571.7(c). Not less than annually, the Tribal Gaming Agency shall require an audit and a certified financial statement covering all financial activities of the gaming enterprise by an independent certified public accountant licensed by the State. The financial statement shall be prepared in accordance with generally accepted accounting principles and shall be submitted to the Tribal Gaming Agency within one hundred twenty (120) days of the close of the Tribe's fiscal year. Copies of the financial statement and the audit shall be furnished to the State Gaming Representative and the state treasurer by the Tribal Gaming Agency within one hundred twenty days of the agency's receipt of the documents, but such documents shall be subject to the provisions of § 4(E)(3) of this Compact. The Tribe will maintain the following records for not less than five (5) years:"

2. Maintenance of Records. The Tribe will maintain the following records for not less than five (5) years:
 - a. revenues, expenses, assets, liabilities and equity for the Gaming Enterprise;
 - b. daily cash transactions for each Class III Gaming activity at each Gaming Facility, including but not limited to transactions relating to each gaming table bank, game drop-box and gaming room bank;
 - c. individual and statistical game records, except card games, to reflect statistical drop and statistical win; for

electronic, computer, or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prizes won;

- d. contracts, correspondence and other transaction documents relating to all vendors and contractors;
- e. records of all tribal gaming enforcement activities;
- f. audits prepared by or on behalf of the Tribe;
- g. records documenting compliance with the terms of this Compact; and
- h. personnel information on all Class III Gaming employees or agents, including rotation sheets, hours worked, employee profiles and background checks.

Annotation 1: 2015 Gaming Compact added heading for this subsection. 2001 Gaming Compact removed parenthesis from "except card games" in the first line of paragraph c and replaced them with commas. 2015 Gaming Compact deleted former paragraph 3 that read: "all markers, IOUs, returned checks, hold check or other similar credit instruments;"

Annotation 2: 2015 Gaming Compact added a new paragraph h.

- D. Violations. The agents of the Tribal Gaming Agency shall have unrestricted access to the Gaming Facility during all hours of Class III Gaming activity, and shall have immediate and unrestricted access to any and all areas of the Gaming Facility for the purpose of ensuring compliance with the provisions of this Compact and the Ordinance. The agents shall report immediately to the Tribal Gaming Agency any suspected violation of this Compact, the Ordinance, or regulations of the Tribal Gaming Agency by the Gaming Enterprise, Management Contractor, or any person, whether or not associated with Class III Gaming.
- E. State Gaming Representative. The State Gaming Representative may utilize staff from the Gaming Control Board or contract with private persons, firms, or other entities for the purpose of assisting in performing his functions set forth in this Compact, but the State Gaming Representative will be the single contact with the Tribe and may be relied upon as such by the Tribe.

Annotations: 2015 Gaming Compact added new

introductory paragraph.

1. Background Investigations. Upon written request by the State to the Tribe, the Tribal Gaming Agency will provide information on Primary Management Officials, Key Employees and suppliers, sufficient to allow the State to conduct its own background investigations, as it may deem necessary, so that it may make an independent determination as to the suitability of such individuals, consistent with the standards set forth in Section 5, hereinafter. The Tribe shall consider any information or recommendations provided to it by the State as to any such person or entity, but the Gaming Enterprise or the Tribal Gaming Agency shall have the final say with respect to the hiring or licensing of any such person or entity.

Annotations: 2015 Gaming Compact provided the heading, replaced the second "Tribe" with "Tribal Gaming Agency," and the last "Tribe" with "Gaming Enterprise or the Tribal Gaming Agency."

2. Compliance Reports. Notwithstanding that the Tribe has the primary responsibility to administer and enforce the regulatory requirements of this Compact, the Tribal Gaming Agency will certify annually to the State Gaming Representative that the Tribe has met its obligations under this Compact in accordance with the instructions and Form A set forth in the attached Appendix. The Tribal Gaming Agency shall allow the State Gaming Representative to inspect and verify, and obtain copies (either scanned electronically or in paper form), upon request, of any and all documents related to any item in the Compliance Report, including all source documents and data.

Annotations: 2015 Gaming Compact provided the heading, replaced "Tribal Gaming Agency" with "Tribe" before "has met its obligations" and added the phrase beginning with "in accordance with..." 2015 Gaming Compact inserted the final sentence.

3. Inspections. The State Gaming Representative shall have the right to inspect a Gaming Facility and any Class III Gaming activity, including all Gaming Machines, and to inspect, verify, and obtain copies (either scanned electronically or in paper form), upon request, of any and all records relating to any Class III Gaming of the Tribe, including all source documents and data, subject to the following conditions:

Annotations: 2001 Gaming Compact removed the following language "(including those set forth in Section 5, hereinafter)" between the "Gaming" and "of the Tribe"

which appears in the second to the last line in paragraph 2. Additionally, the 2001 Gaming Compact revised the language in this paragraph 2.

Annotations: 2015 Gaming Compact provided a new heading and new text. Former text appeared towards the end of subsection E(2) and read as follows: "Additionally, the State Gaming Representative shall have the right to inspect a Gaming Facility, Class III Gaming activity, and all records relating to Class III Gaming) of the Tribe, subject to the following conditions:"

- a. with respect to public areas of a Gaming Facility, at any time without prior notice during normal Gaming Facility business hours;
- b. with respect to private areas of a Gaming Facility not accessible to the public, at any time during normal Gaming Enterprise business hours, immediately after notifying the Tribal Gaming Agency and Gaming Enterprise of his or her presence on the premises and presenting proper identification, and requesting access to the non-public areas of the Gaming Facility. The Tribe, in its sole discretion, may require an employee of the Gaming Enterprise or the Tribal Gaming Agency to accompany the State Gaming Representative at all times that the State Gaming Representative is on the premises of a Gaming Facility, but if the Tribe imposes such a requirement, the Tribe shall require such an employee of the Gaming Enterprise or the Tribal Gaming Agency to be available at all times for such purpose;

Annotations: 2001 Gaming Compact modifies this paragraph 2(b) by replacing the phrase "Gaming Facility" in line 9 with "Gaming enterprise". All other phrases of "Gaming Facility" in this paragraph remain unchanged. The 2015 Gaming Compact replaced the phrase "Gaming Facility" with "Gaming Enterprise" in the third, fifth, and fourteenth line."

- c. with respect to inspection and copying of all management records relating to Class III Gaming, at any time without prior notice between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding official holidays. The reasonable costs of copying will be borne by the State, although the State may, at its option, choose to scan documents electronically at no charge

Annotations: 2015 Gaming Compact adding the concluding clause to this subsection.

- d. whenever the State Gaming Representative, or his designee, enters the premises of the Gaming Facility for any such inspection, such Representative, or designee, shall identify himself to security or supervisory personnel of the Gaming Enterprise; and
- e. in accordance with the additional requirements set forth in the attached Appendix.

Annotations: 2001 Gaming Compact modifies this paragraph 2(d) by replacing "Gaming Facility" in the last line with "Gaming enterprise." Also, the 2001 Gaming Compact inserts the new sentence following paragraph 2(d).

Annotations: 2015 Gaming Compact added a new paragraph (e), and deleted the entirety of the concluding paragraph which read, "The State Gaming Representative may contract with private persons, firms or other entities for the purpose of performing certain of his functions, but the State Gaming Representative will be the single contact with the Tribe and may be relied upon as such by the Tribe."

4. Confidentiality.

- a. Any information, documents or communication provided to the State Gaming Representative, his agents or contractors, or to any other official, agency or entity of the State (all of which are collectively hereinafter referred to as "the State entities") by the Tribe, the Tribal Gaming Agency or the Gaming Enterprise, or any information, documents or communications provided to the Tribe, the Tribal Gaming Agency, or the Gaming Enterprise by any State entity, or prepared from information obtained from any State entity, under the provisions of this Compact or under the provisions of any Predecessor Agreement, are confidential. Any State entity that has received any information, documents or communications from the Tribe, the Tribal Gaming Agency or the Gaming Enterprise: i) may release or disclose the same only with the prior written consent of the Tribe or pursuant to a lawful court order after timely notice of the proceeding has been given to the Tribe; ii) shall maintain all such information, documents and communications in a secure place

accessible only to authorized officials and employees of the State entity that has received the same; and iii) shall adopt procedures and regulations to protect the confidentiality of the information, documents and communications provided by the Tribe, Tribal Gaming Agency or Gaming Enterprise.

Annotations: 2001 Gaming Compact inserts the above language in subsection E(3)(a) which modifies prior language contained in subsection E(3) of the 1997 Gaming Compact. 2015 Compact provides a heading, and added beginning in the sixth line, "or any information, documents or communications provided to the Tribe, the Tribal Gaming Agency, or the Gaming Enterprise by any State entity, or prepared from information obtained from any State entity,"

- b. These prohibitions shall not be construed to prohibit:
 - i. the furnishing of any information to a law enforcement or regulatory agency of the Federal Government;
 - ii. the State from making known the names of persons, firms, or corporations conducting Class III Gaming pursuant to the terms of this Compact, locations at which such activities are conducted, or the dates on which such activities are conducted;
 - iii. publishing the terms of this Compact;
 - iv. disclosing information as necessary to audit, investigate, prosecute or arbitrate violations of this Compact or other applicable laws or to defend suits against the State; and
 - v. complying with subpoenas or court orders issued by courts of competent jurisdiction.

Annotations: The above text in E(3)(b)(i) - (v) previously appeared in E(3)(a) -(e) of the 1997 Gaming Compact.

- c. Notwithstanding the foregoing, the Tribe agrees that:
 - i. The following documents and information may be released by a State entity to the public: the gaming ordinance and regulations of the Tribe or Tribal Gaming Agency; official rulings of the

Tribal Gaming Agency in matters not subject to a confidentiality order imposed by the Agency; other information and documents of the Tribal Gaming Agency or the Gaming Enterprise ordinarily available to the public; quarterly Net Win and Adjusted Net Win figures used as the basis for computation of the Tribe's revenue sharing payment under the provisions of Section 11 of this Compact; information that exists as a result of the requirements in Section 4(B)(6); and correspondence between the Tribe or a tribal entity and a State entity, unless such correspondence is specifically labeled "Confidential;"

- ii. A State entity may release to the public aggregate figures compiled by totaling comparable figures from the annual financial statements of all of the New Mexico gaming tribes; and
- iii. The report of the annual audit of the Gaming Enterprise that is provided by the Tribe to the State Gaming Representative shall be available to the public to the same extent that similar information that is required to be provided to the State by non-Indian gaming entities is available to the public, pursuant to the provisions of applicable law and the policies and regulations of the Gaming Control Board, at the time the request for the report of the annual audit is made.

Annotations: 2001 Gaming Compact inserted new language at E(3)(c)(i) -(iii) above. The 2015 Gaming Compact modified (c)(i) as follows: Added "Tribe or" before "Tribal Gaming Agency" in the fourth line, added "and Adjusted Net Win" in the tenth line, inserted a new clause, "information that exists as a result of the requirements in Section 4(B)(6);" and added, "between the Tribe or a tribal entity and a State entity, unless such correspondence" in the final clause.

5. Records and Annual Meeting.

- a. Information to be Provided by Tribe.

- i. The Tribal Gaming Agency will provide true copies of all tribal laws and regulations affecting Class III Gaming conducted under the provisions of this Compact to the State Gaming Representative within the earlier of: (i) thirty (30) days after the Effective Date of this Compact, or (ii) thirty (30) days after the Tribe's first day of operation of a Gaming Facility, and will provide true copies of any amendments thereto or additional laws or regulations affecting gaming within thirty (30) days after their enactment or approval, if any.

- ii. Regardless of whether the State exercises the option set forth in Section 4(B)(13), the Tribe shall make wager and payout data available to the State Gaming Representative on a monthly basis, by secure transmission through encrypted email communications, file transfer protocol, or other secure means provided for by the State Gaming Representative. The method of secure transmission must meet industry standards for security sufficient to minimize the possibility of any third party intercepting data transmitted to the State Gaming Representative. Such reports shall be generated to reflect monthly, quarterly, and annual activity, and shall identify, at a minimum:
 1. coin-in;
 2. coin-out;
 3. Free Play and Point Play;
 4. Net Win;
 5. theoretical net win (including Free Play and Point Play);
 6. actual floor hold percentage; and
 7. theoretical floor hold percentage.

Within ninety (90) days of the Effective Date of this Compact, the State Gaming Representative, the Tribal Gaming Agency, and the Gaming Enterprise shall meet and in good faith coordinate and determine the contents of such reports and method of secure transmission to comply with this Section. For a Tribe that does not have any Gaming Facility in operation ("Non-Operational Tribe"), the State Gaming Representative, the Tribal Gaming Agency, and the Gaming Enterprise shall

meet and in good faith coordinate and determine the contents of such reports and method of secure transmission to comply with this Section within fifteen (15) days before the Tribe's first day of operation of its Gaming Facility.

Origins: 2015 Gaming Compact.

- b. Access to State Records. To the fullest extent allowed by State law, the Tribe shall have the right to inspect State records concerning all Class III Gaming conducted by the Tribe with the Tribe bearing the reasonable cost of copying.

Annotations: 2015 Gaming Compact provided the heading. 2015 Gaming Compact deleted the phrase, "the Tribe shall have the right to copy such State records," after "conducted by the Tribe."

- c. Annual Meeting. At least annually, appropriate representatives of the Tribe and one or more representatives of the Office of the Governor appointed by the Governor, one or more members of the House of Representatives appointed by the Speaker of the New Mexico House of Representatives, and one or more members of the Senate appointed by the President Pro Tempore of the New Mexico Senate, shall meet to discuss matters of mutual interest arising under the terms of this Compact and concerning Indian gaming in New Mexico. Such meeting shall be coordinated so as to involve the representatives of as many New Mexico gaming tribes as possible, and shall be conducted in the context of the government-to-government relationship between the State and the Tribe.

Origins: 2015 Gaming Compact.

6. Reimbursement for Regulatory Costs.

The Tribe shall reimburse the State for the costs the State incurs in carrying out any functions authorized by the terms of this Compact. The Tribe and the State agree that to require the State to keep track of and account to the Tribe for all such costs would be unreasonably burdensome and that the amounts set forth in this Section represent a fair estimate of the State's cost of such activity. The Tribe and the State further agree that there is an increase in costs associated with the State's regulatory responsibilities based upon the number

and size of the Tribe's Gaming Facilities and that the levels of regulatory cost reimbursement based upon the Adjusted Net Win of the Tribe as set forth in this Section represents a fair estimate the State's costs of regulation. In addition, Section 4(B)(10) and Section 4(B)(19) will increase the State's regulatory burden and the associated costs. The Tribe and State further agree that the State's cost of carrying out the terms of this Compact will increase over time. The Tribe therefore agrees to reimburse the State as set forth in the chart and provision below:

The Tribe shall reimburse the State based on the amount of its annual Adjusted Net Win as follows:	Annual Amount of Regulatory Payment to the State:
Under \$40 million	\$75,000.00
\$40 million – under \$80 million	\$150,000.00
\$80 million and over	\$182,500.00

The above amounts shall increase by five percent (5%) as of July 1 of 2017, and as of July 1 of every fifth year thereafter as long as this Compact remains in effect, such sum to be paid in quarterly payments of one-fourth of the annual amount due, in advance. For a Non-Operational Tribe, quarterly payments shall be due at the next quarter following the Tribe's first day of operation of the Gaming Facility and shall be prorated during that first quarter based on the number of days the Gaming Facility was open to the public.

Annotations: The 2001 Gaming Compact deleted the following phrase from the first part of the first sentence: "For every year or part thereof in which the Tribe is actually engaged in Class III Gaming hereunder,". 2001 Gaming Compact substantially modified this subsection E(5). The 2015 Gaming Compact replaced the entirety of this section. Former section read, " ".

7. Regulatory Requirements. In the event the State believes that the Tribe is not administering and enforcing the regulatory requirements set forth herein, it may invoke the procedures set forth in Section 7 of this Compact. Failure to abide by the procedures set forth in Section 7 or failure to comply with an arbitrator's final decision with respect to the parties' obligations constitutes a breach of this Compact.

Annotations: 2015 Gaming Compact provided the heading. 2015 Gaming Compact also added the final sentence.

Annotation: "Sections 5 and 7" refer to 11-2-5 and 11-2-7 Acoma Laws 1995 (1999 Supp) respectively.

F. Problem Gambling.

1. Signage. The Gaming Enterprise 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 with the State Gaming Representative.
2. Self-Exclusion Program. Within six (6) months of the Effective Date of this Compact or for a Non-Operational Tribe, within thirty (30) days after the date of the Tribe's first day of operation of its Gaming Facility, the State Gaming Representative and the Tribal Gaming Agency shall comply with the following procedures to allow problem gamblers to voluntarily exclude themselves from Gaming Facilities statewide; however, nothing in this Section shall preclude the Tribal Gaming Agency from operating its own self-exclusion program in addition to these procedures:
 - a. The State Gaming Representative shall:
 - i. establish a list of persons who voluntarily seek to exclude themselves from Gaming Facilities statewide;
 - ii. create an application to compile identifying information concerning the self-excluded person;
 - iii. establish procedures for placement on and removal from the list; and
 - iv. provide the compiled information to the Tribal Gaming Agency on a monthly basis.
 - b. The Tribal Gaming Agency shall:
 - i. require the Gaming Enterprise to 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;

- ii. require the Gaming Enterprise to 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;
 - iii. 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 this Compact (this amount is in addition to the percentage of Adjusted Net Win already required under Section 4(B)(16) of this Compact); and
 - iv. require that, for jackpots requiring the patron to complete, prior to the pay-out of the jackpot, paperwork required by the Internal Revenue Service, the Gaming Enterprise shall verify that the patron is not on the self-exclusion list and such certification shall be recorded in the appropriate documentation. In the event the patron is listed on the self-exclusion list, the Gaming Enterprise shall comply with Section 4(F)(2)(b)(iii) above regarding forfeiture of all winnings.
- c. If a self-excluded person is removed from a Gaming Facility, the Tribal Gaming Agency shall report to the State Gaming Representative, 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. This written report shall be provided to the State Gaming Representative.

- d. Removal From Self-Exclusion List. If a self-excluded person is removed from the self-exclusion list by the State Gaming Representative, the State Gaming Representative shall provide written notice to the Tribal Gaming Agency of the self-excluded person's removal from the self-exclusion list.
- e. The self-exclusion list is not open to public inspection, and the Tribal Gaming Agency and State Gaming Representative shall ensure that it remains confidential except for use by:
 - i. appropriate law enforcement agencies, if needed in the conduct of an official investigation or ordered by a court of competent jurisdiction; or
 - ii. persons designated by either the Tribal Gaming Agency or the State Gaming Representative for the purposes of administrating and implementing the self-exclusion program.
- f. Notwithstanding Section 8(D) of this Compact, the Tribe, the Gaming Enterprise, or the Tribal Gaming Agency shall not be deemed to have waived its sovereign immunity and will not be liable with respect to any self-excluded person for harm, monetary or otherwise, which may arise as a result of:
 - i. its efforts to exclude a person identified on the self-exclusion list;
 - ii. the failure of the Gaming Enterprise or the Tribal Gaming Agency to withhold or restore gaming privileges from or to a self-excluded person;
 - iii. the permitting of a self-excluded person to engage in gaming activities or enter into a Gaming Facility; or
 - iv. the disclosure or publication in any manner, other than a willful and unauthorized disclosure or publication, of the identity of any self-excluded person or persons.

Origins: 2015 Gaming Compact.

Licensing Requirements.

- A. License Required. The Gaming Facility operator (but not including the Tribe) including its principals, Primary Management Officials, and Key Employees, the Management Contractor and its principals, Primary Management Officials, and Key Employees (if the Tribe hires a Management Contractor); any person, corporation, or other entity that has supplied or proposes to supply any gaming device to the Tribe or the Management Contractor; and any person, corporation or other entity providing gaming services within or without a Gaming Facility, shall apply for and receive a license from the Tribal Gaming Agency before participating in any way in the operation or conduct of any Class III Gaming on Indian Lands. The Tribal Gaming Agency shall comply fully with the requirements of this Section and of the Indian Gaming Regulatory Act, especially at 25 U.S.C. §§ 2710-2711, and the regulations issued thereunder at 25 C.F.R. Parts 550-559, as well as the requirements of the Tribe's gaming ordinance and any regulations issued thereunder or any regulations promulgated by the Tribal Gaming Agency, in processing license applications and issuing licenses.

Annotations: 2001 Gaming Compact deletes parenthesis and replaced them with commas for the phrase "but not including the Tribe" in first and second line. Also, 2001 Gaming Compact inserts the last sentence. The 2015 Gaming Compact re-inserts the first set of parenthesis in the first line, and adds, "or any regulations promulgated by the Tribal Gaming Agency" in the last sentence.

- B. License Application. Each applicant for a license shall file with the Tribal Gaming Agency a written application in the form prescribed by the Tribal Gaming Agency, along with the applicant's fingerprints, current photograph and the fee required by the Tribal Gaming Agency.

Annotations: 2001 Gaming Compact deletes Privacy Act Notice requirement, False Statement Notice requirements, and others previously found in 1997 Gaming Compact codified at Section 11-2-5(B)(1) through (5), Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact replaces "fingerprint card" with "fingerprints" in the third line.

- C. Background Investigations. Upon receipt of a completed application and required fee for licensing, the Tribal Gaming Agency shall conduct or cause to be conducted, at its own expense, a background investigation to ensure that the applicant is qualified for licensing.

Annotations: 2001 Gaming Compact deleted procedures for performing background checks previously contained in

Section 11-2-5(C)(2) through (6), Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact adds, "at its own expense" in the third line.

- D. Provision of Information to State Gaming Representative. Whenever the Tribal Gaming Agency is required by federal or tribal law or regulations to provide to the National Indian Gaming Commission ("the Commission") any information, document or notice relating to the licensing of any Key Employee or Primary Management Official of the Gaming Enterprise, such information, document or notice shall be made available for inspection by the State Gaming Representative. The State Gaming Representative shall be entitled to the same right to request additional information concerning an applicant licensee, to comment on the proposed licensing of any applicant licensee, and to supply the Tribal Gaming Agency with additional information concerning any applicant licensee, as is enjoyed by the Commission.

Annotations: 2001 Gaming Compact inserted this new subsection D. 2001 Gaming Compact deleted prior subsection D, entitled "Procedures for Forwarding Applications and Reports," subsection E entitled "Granting a Gaming License," subsection F entitled, "Management Contract," and subsection G entitled, "Confidentiality of Records" previously contained in 11-2-5(D), (E), (F), and (G) Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact deletes, "a copy of" before "such information" in the sixth line, and replaces "also be provided to" with, "be made available for inspection by" in the seventh line.

11-2-6

Providers of Class III Gaming Equipment or Devices or Supplies.

- A. Within thirty (30) days after the Effective Date of this Compact, if it has not already done so, the Tribal Gaming Agency will adopt standards for any and all Class III Gaming equipment, devices or supplies to be used in any Gaming Facility, which standards shall be at least as strict as the comparable standards applicable to Class III Gaming equipment, devices or supplies within the State of Nevada. Any and all Class III Gaming equipment, devices or supplies used by the Tribe shall meet or exceed the standards thereby adopted.

Annotations: 2001 Gaming Compact deletes the phrase "purchased, leased or otherwise acquired by the Tribe after the effective date of this Compact for" which appeared before "use[d] in any Gaming Facility" in line 4. Also, the 2001 Gaming Compact modified the 1997 Compact in the second sentence of subsection A by inserting the word "used" in place of "acquired" in the second to the last line, and deleting the remaining language after the last word "adopted".

- B. Prior to entering into any future lease or purchase agreement for Class III Gaming equipment, devices or supplies, the Tribe shall obtain sufficient information and identification from the proposed seller or lessor and all persons holding any direct or indirect financial interest in the lessor or the lease/purchase agreement to permit the Tribe to license those persons in accordance with the applicable federal and tribal law.

Annotations: 2001 Gaming Compact inserted the concluding phrase "with the applicable federal and tribal law" in lieu of "with Section 5 hereof".

- C. The seller, lessor, manufacturer or distributor shall provide, assemble and install all Class III Gaming equipment, devices or supplies in a manner approved and licensed by the Tribe.

11-2-7

Dispute Resolution.

- A. In the event either party believes that the other party has failed to comply with or has otherwise breached any provision of this Compact, such party may invoke the following procedure within two (2) years from the date any alleged violation of this Compact is discovered or reasonably should have been discovered; or, if the State believes that, prior to the Effective Date of this Compact, the Tribe has failed to comply with or has otherwise breached any provision of a Predecessor Agreement affecting payment, the State may invoke the following procedure within two (2) years of the Effective Date of this Compact, as permitted in Section 9(B) of this Compact:

Annotations: 2015 Gaming Compact inserts the concluding phrase beginning with, "within two (2) years..."

1. The party asserting noncompliance shall serve written notice on the other party. The notice shall identify the specific Compact provision believed to have been violated and shall specify the factual and legal basis for the allegation of noncompliance. The notice shall specifically identify the date, time and nature of the alleged noncompliance.

Annotations: 2001 Gaming Compact deleted the concluding sentence: "Representatives of the State and Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute." Also, 2001 Gaming Compact corrected the word "alleged" to "allegation of" in the fourth line of paragraph 1.

2. In the event an allegation by the complaining party is not resolved to the satisfaction of such party within twenty (20)

days after service of the notice set forth in Paragraph (A)(l) of this Section, the complaining party may serve upon the other party a notice to cease conduct of the particular game(s) or activities alleged by the complaining party to be in noncompliance. Upon receipt of such notice, the responding party may elect to stop the game(s) or activities specified in the notice or invoke arbitration and continue the game(s) or activities pending the results of arbitration. The responding party shall act upon one of the foregoing options within ten (10) days of receipt of notice from the complaining party, unless the State and the Tribe (hereinafter the "parties") agree to a longer period, but if the responding party takes neither action within such period the complaining party may invoke arbitration by written notice to the responding party within ten (10) days of the end of such period.

Annotations: 2001 Gaming Compact altered the time frames from 90 days to 20 days, and 30 days to 10 days, respectively which formerly appeared in the 1997 Gaming Compact. In addition, 2001 Gaming Compact inserted the new "unless" clause at the end of the last sentence in this paragraph (2). 2015 Gaming Compact revised the "unless" clause" by adding "State and the Tribe (hereinafter the "arties")" to the clause.

3. Unless the parties agree in writing to the appointment of a single arbitrator, or as otherwise provided below, the arbitration shall be conducted before a panel of three (3) arbitrators. The arbitrators shall be attorneys who are licensed members in good standing of the State Bar of New Mexico or of the bar of another state. The State will select one arbitrator, the Tribe will select a second arbitrator, and the two so chosen shall select a third arbitrator. The party that served the written notice of noncompliance shall select its arbitrator within thirty (30) days after the party has invoked arbitration and the responding party shall select its arbitrator within thirty (30) days of the selection of the first arbitrator. If the responding party fails to select an arbitrator within the thirty (30) days provided, the parties shall proceed to arbitration with the single arbitrator selected by the party that served the written notice of noncompliance. If the responding party selects an arbitrator within the specified time period, the two arbitrators shall select a third arbitrator within thirty (30) days of the responding party's selection. If the third arbitrator is not chosen within thirty (30) days after the second arbitrator is selected, the third arbitrator will be chosen by the American Arbitration Association. The arbitrators thereby selected shall permit the parties to engage in reasonable discovery, and shall establish other procedures to ensure a full,

fair and expeditious hearing on the matters at issue. The arbitrators shall determine, after hearing from each party, whether the arbitration proceeding or any portions thereof shall be closed to the public, but in the absence of such determination the proceedings shall be open to the public. The arbitrators shall make determinations as to each issue presented by the parties, but the arbitrators shall have no authority to determine any question as to the validity or effectiveness of this Compact or of any provision hereof. All parties shall bear their own costs of arbitration and attorneys' fees.

Annotations: 2001 Gaming Compact deleted the clause "Arbitration under this authority shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association, except that" from the beginning of the first sentence. Also, the 2001 Gaming Compact inserted the last two sentences. 2015 Gaming Compact adds a new first sentence. 2015 Gaming Compact adds "will select" in the third sentence. 2015 Gaming Compact adds new fourth, fifth, and sixth sentences. In the seventh sentence, 2015 Gaming Compact deletes "in this manner" after "chosen" and increases time from 10 to 30 days. 2015 Gaming Compact adds last sentence. New last sentence was formerly codified at paragraph (4). Relocation of (4) caused renumbering to the remainder of this section.

4. The results of arbitration shall be final and binding, and shall be enforceable by an action for injunctive or mandatory injunctive relief against the State and the Tribe in any court of competent jurisdiction. For purposes of any such action, the State and the Tribe acknowledge that any action or failure to act on the part of any agent or employee of the State or the Tribe, contrary to a decision of the arbitrators in an arbitration proceeding conducted under the provisions of this Section, occurring after such decision, shall be wholly unauthorized and ultra vires acts, not protected by the sovereign immunity of the State or the Tribe.

Annotations: 2001 Gaming Compact added the phrase "final and binding, and shall be" in the first line of this paragraph 5. 2015 Gaming Compact adds, "occurring after such decision" in the second sentence.

- B. Nothing in Subsection [11-2-7(A)] shall be construed to waive, limit or restrict any remedy that is otherwise available to either party to enforce or resolve disputes concerning the provisions of this Compact. Nothing in this Section shall be deemed a waiver of the Tribe's sovereign immunity. Nothing in this Section shall be deemed a waiver

of the State's sovereign immunity.

Annotation: Subsection (7)(A) of the 2001 Gaming Compact refers to ' 11-2-7(A) Pueblo of Acoma Laws 2003.

11-2-8 Protection of Visitors.

- A. Policy Concerning Protection of Visitors. The safety and protection of visitors to a Gaming Facility is a priority of the Tribe, and it is the purpose of this Section to assure that any such persons who suffer bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise have an effective remedy for obtaining fair and just compensation. To that end, in this Section, and subject to its terms, the Tribe agrees to carry insurance that covers such injury or loss, agrees to a limited waiver of its immunity from suit, and agrees to proceed either in binding arbitration proceedings or in Tribal, State, or other court of competent jurisdiction, at the visitor's election, with respect to claims for bodily injury or property damage proximately caused by the conduct of the Gaming Enterprise. For purposes of this Section, any such claim may be brought in state district court, including claims arising on tribal land, unless it is finally determined by a state or federal court that IGRA does not permit the shifting of jurisdiction over visitor's personal injury suits to state court.

Annotations: 2001 Gaming Compact substantially modified the language in this subsection A from the 1997 Compact. Section 11-2-8 Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact replaces "a court of competent jurisdiction" with "Tribal, State or other court of competent jurisdiction" in the second sentence.

- B. Insurance Coverage for Claims Required. The Gaming Enterprise shall maintain in effect policies of liability insurance insuring the Tribe, Gaming Enterprise, its agents and employees against claims, demands or liability for bodily injury and property damages by a visitor arising from an occurrence described in Paragraph A of this Section. The policies shall provide bodily injury and property damage coverage in an amount of a least ten million dollars (\$10,000,000) per occurrence and ten million dollars (\$10,000,000) annual aggregate. The Tribe shall provide the State Gaming Representative annually a certificate of insurance showing that the Tribe, its agents and employees are insured to the required extent and in the circumstances described in this section.

Annotations: 2001 Gaming Compact increased the insurance coverage from 10 million to 50 million dollars per occurrence and aggregate. 2015 Gaming Compact adds "Gaming Enterprise" after the first "Tribe" and reduces the

insurance coverage back to 10 million.

- C. Limitation on Time to Bring Claim. Claims brought pursuant to the provisions of this Section must be commenced by filing an action in Tribal, State, or other court of competent jurisdiction or a demand for arbitration within three (3) years of the date the claim accrues.

Annotations: 2015 Gaming Compact replaces "court" with "Tribal, State, or other court of competent jurisdiction".

- D. Specific Waiver of Immunity and Choice of Law. The Tribe, by entering into this Compact and agreeing to the provisions of this Section, waives its defense of sovereign immunity in connection with any claims for compensatory damages for bodily injury or property damage up to the amount of ten million dollars (\$10,000,000) per occurrence asserted as provided in this Section. This is a limited waiver and does not waive the Tribe's immunity from suit for any other purpose. The Tribe shall ensure that a policy of insurance that it acquires to fulfill the requirements of this Section shall include a provision under which the insurer agrees not to assert the defense of sovereign immunity on behalf of the insured, up to the limits of liability set forth in this Paragraph. The Tribe and the State agree that in any claim brought under the provisions of this Section, New Mexico law shall govern if the claimant pursues the claim in State Court, and the tribal law of the forum shall apply if the claim is brought in Tribal Court.

Annotations: 2001 Gaming Compact inserted the phrase "Choice of Law" into the heading, and clarified that compensatory damages can only be brought for "bodily injury" or "property damage". Also, 2001 Gaming Compact inserted a new last sentence and modified the last phrase of the second to the last sentence with "up to the limits of liability set forth in this Paragraph." 2015 Gaming Compact reduces insurance coverage back to \$10 million, and revises the last sentence. Former last sentence read, "The Tribe agrees that in any claim brought under the provisions of this Section, New Mexico law shall govern the substantive rights of the claimant, and shall be applied, as applicable, by the forum in which the claim is heard, except that the tribal court may but shall not be required to apply New Mexico law to a claim brought by a member of the Tribe."

- E. Election by Visitor. A visitor having a claim described in this Section may pursue that claim in binding arbitration, or Tribal, State, or other court of competent jurisdiction. The visitor shall make a written election that is final and binding upon the visitor.

Annotations: 2001 Gaming Compact inserted "any court

of competent jurisdiction, or" in lieu of prior language of "the State court of general jurisdiction for such claims or the Tribal court or, at the option of the visitor, may proceed to enforce the claim." 2015 Gaming Compact replaces "in any court of competent jurisdiction, or in binding arbitration" with "in binding arbitration, or Tribal, State, or other court of competent jurisdiction."

- F. Tribal Court. The Tribe shall establish written procedures and substantive law for the disposition of tort claims arising from bodily injury or property damage alleged to have been suffered by visitors and shall enact such tribal law as is necessary to implement these procedures. The procedures shall include all time limits applicable to the disposition of the tort claim and a provision that, upon request, the visitor, or the visitor's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Enterprise and the mailing address and telephone number of the clerk of the tribal court.

Origins: 2015 Gaming Compact.

- G. Arbitration. Arbitration pursuant to an election by a visitor as provided in Subsection E of this Section shall be conducted as follows:

1. The visitor shall submit a written demand for arbitration to the Gaming Enterprise, by certified mail, return receipt requested;
2. Unless the parties agree, in writing, to the appointment of a single arbitrator, the visitor and the Gaming Enterprise shall each designate an arbitrator within thirty (30) days of receipt of the demand, and the two arbitrators shall select a third arbitrator, but in the event that either party fails to designate an arbitrator within thirty (30) days, or the two arbitrators designated by the parties cannot agree on the selection of the third arbitrator within thirty (30) days of their appointment, the existing arbitrator(s) shall apply to the American Arbitration Association to appoint the remaining arbitrator(s);

Annotations: 2001 Gaming Compact inserted the new concluding clause beginning with "but in the event" in the third line of subsection F(2). 2015 Gaming Compact adds the beginning "Unless" clause. 2015 Gaming Compact adds "that either party fails to designate an arbitrator thirty (30) days, or" after "but in the event" and adds "designated by the parties" after "the two arbitrators", replaces "they" with "the existing arbitrator(s)" and replaces "third arbitrator" with "remaining arbitrator(s)".

3. The arbitration panel shall permit the parties to engage in

reasonable discovery, and shall establish other procedures to ensure a full, fair and expeditious hearing on the claim; and

4. The award of the arbitration panel shall be final and binding, and may be enforced in a court of competent jurisdiction.

Annotations: 2001 Gaming Compact provided language at paragraph (4) that the award of arbitration “may be enforced in a court of competent jurisdiction.”

- H. Increase in Liability Limits. As of the fifth anniversary of this Compact, and at five-year intervals thereafter, the liability insurance coverage requirements set forth in Paragraph B of this Section, and the limit on the Tribe’s waiver of sovereign immunity set forth in Paragraph D of this Section, shall be increased by a percentage equal to the percentage increase in the CPI-U published by the Bureau of Labor Statistics of the United States Department of Labor, for the same period rounded to the nearest one hundred thousand dollars (\$100,000).

Origins: 2001 Gaming Compact, Section 8(G).

- I. Public Health and Safety. The Tribe shall establish for its Gaming Facility health, safety and construction standards that are at least as stringent as the current editions of the National Electrical Code, the Uniform Building Code, the Uniform Mechanical Code, the Uniform Fire Code and the Uniform Plumbing Code, and any and all construction and maintenance of the Gaming Facility shall comply with such standards. Inspections will be conducted with respect to these standards at least annually. If the State Gaming Representative requests sufficiently in advance of an annual inspection, the State Gaming Representative may be present during such inspection. The Tribe agrees to correct any deficiencies noted in such inspections within a time agreed upon between the State and Tribe. The Tribal Gaming Agency will provide copies of such inspection reports to the State Gaming Representative, if requested to do so in writing.

Annotations: This subsection was renumbered from (G) to (H) due to the addition of new subsection (G) in the 2001 Gaming Compact. 2015 Gaming Compact replaces "Gaming Facilities or additions thereto constructed by the Tribe hereafter shall be constructed and all facilities shall be maintained so as to comply with such standards," with "construction and maintenance of the Gaming Facility shall comply with such standards."

11-2-9

Execution; Effective Date; Claims Under Predecessor Agreement.

- A. This Compact shall take effect upon publication of notice in the Federal Register of its approval by the Secretary of the Interior, or of the Secretary's failure to act on it within forty-five (45) days from the date on which it was submitted to him (the "Effective Date"); Upon such publication, the terms and provisions of this Compact shall go into full force and effect, fully supplanting and replacing any Predecessor Agreement.
- B. Notwithstanding Paragraph A, the terms of any Predecessor Agreement (including, without limitation, any limited waiver of sovereign immunity and jurisdictional waivers and consents set forth therein) shall survive to permit the resolution of payment disputes. Such disputes shall be resolved through the procedures set forth in Section 7 of this Compact. Failure to abide by the procedures set forth in Section 7 or failure to comply with an arbitrator's final decision with respect to the parties' obligations under a Predecessor Agreement constitutes a breach of this Compact. This survival provision is intended to provide for the reasonable resolution of past disputes without hindering a Tribe's ability to obtain a new compact.

Annotations: 2001 Gaming Compact. 1997 Gaming Compact contained different language which has been superseded by the 2001 Gaming Compact. 11-2-9 Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact replaced the entirety of this section. Former section read, "

11-2-10

Criminal Jurisdiction.

- A. The Tribe and the State acknowledge that under the provisions of § 23 of Pub. L. No. 100-497, 102 Stat. 2467 (1988), which enacted the IGRA, especially that portion codified at 18 U.S.C. § 1166(d), jurisdiction to prosecute violations of State gambling laws made applicable by that Section to Indian country is vested exclusively within the United States, unless the Tribe and the State agree in a compact entered into pursuant to the IGRA to transfer such jurisdiction to the State.

Annotations: 2015 Gaming Compact added "Pub. L. No. 100-497, 102 Stat. 2467 (1988), which enacted" after §23 of".

- B. The Tribe and the State hereby agree that consistent with the Indian Civil Rights Act, 25 U.S.C. § 1301(2), in the event of any violation of any State gambling law on Indian Lands or any other crime against the Gaming Enterprise or any employee thereof or that occurs on the

premises of the Gaming Facility that is committed by any non-Indian, the State shall have and may exercise jurisdiction, concurrent with that of the United States, to prosecute such person, under its laws and in its courts. For purposes of clarity, if the Tribe qualifies for jurisdiction under the Violence Against Women Act Reauthorization of 2013 (which expanded tribal authority over domestic violence committed by non-Indians against Indian women in Indian country), Pub. L. No. 113-4, 127 Stat. 54 (2013) ("VAWA"), then, for crimes committed in the Gaming Facility, the Tribe shall have and may exercise jurisdiction over such persons, under its laws and in its courts to the extent authorized by VAWA.

Annotations: 2015 Gaming Compact added "consistent with the Indian Civil Rights Act, 25 U.S.C. § 1301(2) in the first sentence, and replaced "any person who is not a member of the Tribe" with "any non-Indian" also in the first sentence. 2015 Gaming Compact adds the second sentence.

- C. Immediately upon becoming aware of any such suspected crime by anon-Indian, the Gaming Enterprise or the Tribal Gaming Agency shall notify the State attorney general and the district attorney for the district in which the alleged crime occurred, supplying all particulars available to the tribal entity at the time. The Tribe agrees that its law enforcement and gaming agencies shall perform such additional investigation or take such other steps in furtherance of the investigation and prosecution of the violation as the district attorney may reasonably request, and otherwise cooperate fully with the district attorney and any state law enforcement agencies with respect to the matter, but once notice of a suspected violation has been given to the district attorney, the matter shall be deemed to be under the jurisdiction of the State; provided however, that in the event of emergency circumstances involving a possible violation, the Tribe and its constituent agencies shall have the discretion to act as they see fit, and to call upon such other agencies or entities as they deem reasonable or necessary, in order to protect against any immediate threat to lives or property. The State may, in its discretion, refer the matter to federal authorities, but it shall notify the Tribal Gaming Agency upon doing so.

Annotations: 2001 Gaming Compact deleted the parenthesis in the second to the last sentence, in the "proviso" section, and replaced them with commas. 2015 Gaming Compact replaced "nonmember of the Tribe" with "non-Indian" and replaced "Gaming Facility is located" with "alleged crime occurred" in the first sentence.

- D. The State agrees that no less frequently than annually it will provide

the Tribal Gaming Agency with a written report of the status and disposition of each matter referred to it under the provisions of this section since the last report or that was still pending at the time of the last report. In the event the district attorney to whom a matter is referred under the provisions of this Section decides not to prosecute such matter, the district attorney shall promptly notify the Tribal Gaming Agency of such decision in writing. The Tribal Gaming Agency may in that event ask the attorney general of the State to pursue the matter.

Annotations: 2001 Gaming Compact clarified when and how often the State shall provide written reports to the Tribal Gaming Agency.

- E. The district attorney for the district in which the Tribe conducts Class III Gaming may decline to accept referrals of cases under the provisions of this Section unless and until the Tribe has entered into a memorandum of understanding with the office of the district attorney to which memorandum of understanding the United States Attorney for the District of New Mexico may also be a party. The memorandum of understanding may address such matters as the specific procedures by which cases are to be referred, participation of the Tribal Gaming Agency and tribal law enforcement personnel in the investigation and prosecution of any such case and related matters.

Origins: 1997 Gaming Compact.

Annotations: Consistent with IGRA, the Gaming Compact entered into with the State of New Mexico, and codified at Section 11-2-10 Pueblo of Acoma Laws 1995 (2000 supplement), authorized the creation of a Memorandum of Understanding (MOU) concerning jurisdiction to enforce state gaming laws on the Pueblo. On April 16, 1998 The Acoma Pueblo Governor and the District Attorney for the Thirteenth Judicial District entered into a Memorandum of Understanding (MOU) for such purpose. Tribal Council Resolution No. TC-MAY-5-99-4 renewed the MOU for the purposes set out in this section. The Memorandum of Understanding was not in effect on December 31, 2002. . 2015 Gaming Compact replaces "Gaming Facility is situated" with "Tribe conducts Class III Gaming" in the first sentence. 2015 Gaming Compact replaces "addressing" with "The memorandum of understanding may address" to begin a new second sentence. 2015 Gaming Compact deletes, ", payments by the Tribe to the office of the district attorney to defray the costs of handling cases referred under the provisions of this section" before "and related matters" in the second sentence.

Revenue Sharing.

Origins: 2001 Gaming Compact, Section 11.

Annotations: This section formerly appeared in a separate 1997 Revenue Sharing Agreement codified at Section 11-3-1 Pueblo of Acoma Laws 1995 (2000 supplement).

- A. Consideration. The Tribe shall pay to the State a portion of its Class III Gaming revenues identified in and under procedures of this Section, in return for which the State agrees that the Tribe has the exclusive right within the State to conduct all types of Class III Gaming described in this Compact, with the sole exception of the use of Gaming Machines, which the State may permit on a limited basis for racetracks and for veterans' and fraternal organizations as such organizations are described in NMSA 1978, § 60-2E-3(GG), as amended through 2014. The Tribe agrees to pay this portion of its revenue in acknowledgment of the fact that the State is forgoing significant revenue that it would otherwise receive from non-tribal gaming enterprises. The Tribe acknowledges that it has received meaningful concessions and significant benefits for the limitations set forth in Section 11(D).

Annotations: 2015 Gaming Compact deleted reference to 1997 New Mexico laws and added last three sentences.

- B. Revenue to State. The parties agree that, after the Effective Date hereof or after July 1, 2015, whichever is later, the Tribe shall make the quarterly payments provided for in Paragraph C of this Section. For a Non-Operational Tribe, quarterly payments shall be due at the next quarter following the Tribe's first day of operation of the Gaming Facility. Each payment shall be made to the State Treasurer for deposit into the General Fund of the State ("State General Fund").

Annotations: This section formerly appeared in Section 11-3-2 Pueblo of Acoma Laws 1995 (2000 supplement). Re-located herein pursuant to 2001 Gaming Compact. Language referencing the section providing payments modified according to 2001 Gaming Compact. 2015 Gaming Compact adds "or after July 1, 2015, whichever is later" in the first sentence, and adds a new second sentence.

- C. Calculation of Payment Amounts.

1. "Adjusted Net Win" means the combined Net Win from all Class III Gaming Machines in the Gaming Facilities on the Tribe's Indian Lands, with the following adjustments:

- a. Subtract the amount paid to the State by the Tribe under the provisions of Section 4(E)(6) of this Compact; and
- b. Subtract the sum of four hundred sixteen thousand dollars (\$416,000) per year as an amount representing tribal regulatory costs, which amount shall increase by five percent (5%) as of July 1, 2017, and as of July 1 of every fifth year thereafter as long as this Compact remains in effect; and
- c. Account for the amounts paid for wide-area progressive Class III Gaming Machines as set forth in the attached Appendix.

2. The Tribe shall pay the State a percentage of its Adjusted Net Win, determined in accordance with this chart:

Annual Adjusted Net Win	July 1, 2015 – June 30, 2018	July 1, 2018 – June 30, 2030	July 1, 2030 – June 30, 2037
Under \$20 million:	2% of the first \$6 million, and 8.50% on the rest	2% of the first \$6 million, and 8.75% on the rest	2% of the first \$6 million, and 9.50% on the rest
\$20-\$40 million:	8.50%	8.75%	9.50%
\$40-\$80 million:	9.00%	9.50%	10.25%
More than \$80 million:	9.00%	10.00%	10.75%

3. Payments due pursuant to Section 11(C) shall be paid quarterly, no later than twenty-five (25) days after the last day of each calendar quarter, and shall be based upon the Adjusted Net Win during the preceding quarter; provided, however, that for any Tribe for whom this Compact becomes effective prior to July 1, 2015, the applicable revenue sharing rate from any Predecessor Agreement shall apply until the quarter beginning on July 1, 2015. The Tribe shall ascertain the applicable revenue sharing percentage in Section 11(C)(2) above and shall base its quarterly payments on the following factors: (1) the prior year's total Adjusted Net Win amount and the applicable revenue sharing percentage; and (2) its best good faith estimate of its annual Adjusted Net Win for the July 1 – June 30 period. In the event its total Adjusted Net Win for any such period varies from such estimate, such that the amount due the State for the first three quarters as set forth in Section 11(C)(2), above, is different from the amount paid, the

payment due for the fourth quarter shall include any additional amounts due for the first three quarters, or shall reflect a credit for any overpayment. Any payment or any portion thereof that is not made within ten (10) days of the due date shall accrue interest at the rate of ten percent (10%) per annum, from the original due date until paid. The Tribe shall accompany any payment to the State with a detailed breakdown of the particular obligation to which such payment applies, and the basis for the calculation of such payment on a form provided by the State Gaming Representative, and shall provide a copy of such documentation to the State Gaming Representative.

Annotations: This section formerly appeared in Section 11-3-3 Pueblo of Acoma Laws 1995 (2000 supplement). Re-located herein pursuant to 2001 Gaming Compact. Heading changed from "Calculation of Revenue to State" to its present title. Subsections C(1), (2), and (3) substantially modified pursuant to 2001 Gaming Compact. 2015 Gaming Compact replaced the entirety of this section. Former section read, " ".

D. Limitations.

1. The Tribe's obligation to make the payments provided for in Paragraphs B and C of this Section shall apply and continue only so long as this Compact remains in effect; and provided that that obligation shall terminate altogether in the event the State:
 - a. passes, amends, or repeals any law, or takes any other action, that would directly or indirectly attempt to restrict, or has the effect of restricting, the scope or extent of Indian gaming.
 - b. licenses, permits or otherwise allows any person or entity other than six licensed horse racetracks and veterans and fraternal organizations as described in NMSA 1978, § 60-2E-3(GG), to operate Gaming Machines;
 - c. permits any licensed horse racetrack to operate a larger number of Gaming Machines, or to operate any Gaming Machines for longer hours, than is set forth in Subsection (D)(2)(e), below, or to operate any Gaming Machines outside of its licensed premises, or to operate any Table Game; or
 - d. licenses, permits or otherwise allows any non-Indian

person or entity to engage in any other form of Class III gaming other than a state-sponsored lottery, pari-mutuel betting on horse racing and bicycle racing, operation of Gaming Machines, and limited fundraising by non-profit organizations, as set forth in Subsection (D)(2), below.

2. The parties agree that the State's allowance of the following forms of Class III Gaming, subject to the limitations expressly set forth herein, shall not be considered an expansion of non-tribal Class III gaming for purposes of this agreement, and shall have no effect on the Tribe's obligation to make the payments provided for in Paragraphs B and C of this Section.
 - a. the operation of a State lottery,
 - b. The operation of Gaming Machines by any fraternal or veterans organization as described in NMSA 1978, § 60-2E-3(GG), but only for the benefit of such organization's members;
 - c. limited fundraising activities conducted by nonprofit tax-exempt organizations
 - d. the conduct by licensed horse racetrack and bicycle tracks of pari-mutuel betting on races at such tracks, and on simulcast races at other tracks elsewhere in the country; and
 - e. The operation by a licensed horse racetrack of Gaming Machines on days on which live or simulcast horse racing occurs, provided that such operation is limited to no more than eighteen (18) hours in any one day, and to no more than a total of one hundred twelve (112) hours in any calendar week, and provided further that no licensed horse racetrack shall have more than six hundred (600) licensed Gaming Machines, nor be authorized to operate more than seven hundred and fifty (750) Gaming Machines.

Annotations: This section formerly appeared in Section 11-3-4 Pueblo of Acoma Laws 1995 (2000 supplement). Re-located herein pursuant to 2001 Gaming Compact. Sub-subsection D(1) previously appeared in Section 11-3-4(A). Subsection D(2) previously appeared in Section 11-3-4(B), but have been modified substantially herein pursuant to the 2001 Gaming Compact. 2015 Gaming Compact added "six" before "licensed horse racetracks" at subsection D(1)(b) and updated references to state law.

2015 Gaming Compact added a new subsection D(1)(c). 2015 Gaming Compact added the final clause to subsection D(1)(d). 2015 Gaming Compact updated the references to state law at subsection D(1)(b). 2015 Gaming Compact added a new proviso to subsection D(1)(e).

3. The limitations set forth in this Section shall not prohibit a horse racetrack from relocating, selling, transferring or assigning its operations in accordance with applicable procedures and authorizations set forth in New Mexico law.

Origins: 2015 Gaming Compact.

4. Prior to granting the approval of an application for a racing license for a horse racetrack other than the five horse racetracks holding such licenses as of January 1, 2015, or the approval of an application by a licensed horse racetrack to move its racing and gaming facilities to a new location after January 1, 2015, the State Racing Commission shall adopt, put into effect, and shall have substantially complied with regulations requiring the Commission to solicit and consider the Tribe's views on the application.

Origins: 2015 Gaming Compact.

- E. Third-Party Beneficiaries. The provisions of this Section are not intended to create any third-party beneficiaries and are entered into solely for the benefit of the Tribe and the State.

Annotations: This section formerly appeared in Section 11-3-4 Pueblo of Acoma Laws 1995 (2000 supplement). Re-located herein pursuant to 2001 Gaming Compact. Subsection E previously appeared in Section 11-3-6 Pueblo of Acoma Laws 1995 (2000 supplement), and modified herein pursuant to 2001 Gaming Compact.

11-2-12 Duration; Termination for Non-Payment.

- A. This Compact shall have a term commencing on the date on which it goes into full force and effect as provided in Section 9, and ending at midnight on June 30, 2037.
- B. Notwithstanding the provisions of Paragraph A of this Section, if the Tribe fails to comply with any of its payment obligations to the State under Sections 4(E)(6), 9(B) or 11 of this Compact, and persists in such failure for a period of thirty (30) days after receipt, by certified mail, of a "Notice of Noncompliance and Termination for Non-Payment" sent by the State Gaming Representative to the Tribal

Gaming Agency, which Notice shall specify the amount due and the provision of the Compact under which such payment is required, this Compact, and the conduct of Class III Gaming by the Tribe hereunder, shall terminate automatically as of the end of the thirty (30) day period, unless within such thirty (30) day period the Tribe shall have either cured the non-payment to the satisfaction of the State Gaming Representative or invoked arbitration on a matter of fact as provided in Section 7(A)(2) of this Compact, and simultaneously shall have placed into escrow, in an institution that is unaffiliated with either the Tribe or the State, a sum of money equal to the amount claimed due by the State, with instructions to the escrow agent specifying that such sum shall not be released except by direction of the arbitrator or arbitration panel or pursuant to a settlement agreement of the parties.

The Tribe shall give written notice to the State of the deposit of the amount in dispute into escrow, and of the escrow instructions. At the conclusion of the arbitration proceeding, or, in the event the parties reach a settlement, immediately after execution of the settlement agreement, the escrow agent shall disburse the sum deposited by the Tribe in accordance with the settlement agreement or arbitration award, as applicable. . In the event the Tribe invokes arbitration, this Compact and the Tribe's right to conduct Class III gaming shall terminate automatically at the end of the thirtieth (30th) day after the entry of a final, non-appealable decision by the arbitrators or by a court having jurisdiction of the dispute, unless the full amount determined by the arbitrators or by such court to be due the State, if any, has been paid by such date. The Tribe shall not be entitled to avoid any pre-existing contractual obligations accruing to third parties under this Compact solely by virtue of the termination of the Compact.

Origins: 2001 Gaming Compact; amended by 2015 Gaming Compact.

Annotations: 1997 version codified at Section 11-2-11 "Binding Effect and Duration" has been deleted in the 2001 Gaming Compact, and replaced with this section. 2015 Gaming Compact replaced "2015" with "2037" in Section A. 2015 Gaming Compact adds "and Termination for Non-Payment" after "Notice of Noncompliance" and adds "to the Tribal Gaming Agency" after "State Gaming Representative" in the first sentence. 2015 Gaming Compact also added " either cured the non-payment to the satisfaction of the State Gaming Representative or" and adds the final clause to the first sentence. 2015 Gaming Compact adds a new second and third sentences. The 2015 Gaming Compact deletes "the Tribe has paid" after "unless" in the fourth sentence, and adds "has been paid by such date" to the end of the fourth sentence.

11-2-13 Notice to Parties.

- A. Within (10) days of the Effective Date of this Compact, or for a Non-Operational Tribe, prior to the Tribe's first day of operation of its Gaming Facility, the State Gaming Representative and the Tribal Gaming Agency shall provide to the other the address at which notices under this Section may be received. Any change in address by the Tribe or the State shall be communicated in writing to the other party.
- B. Unless otherwise indicated, all notices, payments, requests, reports, information or demand that any party hereto may desire or may be required to give to the other party hereto, shall be in writing and shall be personally delivered or sent by first-class mail or another reliable courier service, or sent by electronic mail (with confirmation of receipt of transmission) at the address provided in writing by the other party. Every notice, payment, request, report, information or demand so given shall be deemed effective upon receipt or, if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

Origins: 1997 Gaming Compact as codified in Pueblo of Acoma Laws 1995 (2000 supplement). Restated in 2001 Gaming Compact without any changes. Amended by the 2015 Gaming Compact.

Annotations: This section previously appeared in Section 11-2-12 Pueblo of Acoma Laws 1995 (2000 supplement). 2015 Gaming Compact adds a new section A. In the first sentence, the 2015 Gaming Compact replaces "sent to the other party at the address provided in writing by the other party" with "or another reliable courier service, or sent by electronic mail (with confirmation of receipt of transmission) at the address provided in writing by the other party."

11-2-14 Entire Agreement. This Compact is the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. Neither this Compact nor any provision herein may be changed, waived, discharged or terminated orally, but only by an instrument, in writing, signed by the Tribe and the State and approved by the Secretary of the Interior. This Compact shall not be amended without the express approval of the Tribe, the Governor of the State and the State Legislature, as provided in the Compact Negotiation Act.

Origins: 1997 Gaming Compact as codified in Pueblo of Acoma Laws 1995 (2000 supplement). Restated in 2001

Gaming Compact with modification.

Annotations: This section previously appeared in Section 11-2-13 Pueblo of Acoma Laws 1995 (2000 supplement). Last sentence in 2001 Gaming Compact specifically refers to the New Mexico Compact Negotiation Act of 1999.

11-2-15 Filing of Compact with State Records Center. Upon the Effective Date of this Compact, a copy shall be filed by the Governor with the New Mexico Records Center. Any subsequent amendment or modification of this Compact shall be filed with the New Mexico Records Center.

Origins: 1997 Gaming Compact as codified in Pueblo of Acoma Laws 1995 (2000 supplement). Restated in 2001 Gaming Compact without changes.

Annotations: This section previously appeared in Section 11-2-14 Pueblo of Acoma Laws 1995 (2000 supplement)

11-2-16 Counterparts. This Compact may be executed by the parties in any number of separate counterparts with the same effect as if the signatures were upon the same instrument. All such counterparts shall together constitute one and the same document.

Origins: 1997 Gaming Compact as codified in Pueblo of Acoma Laws 1995 (2000 supplement). Restated in 2001 Gaming Compact without changes.

Annotations: This section previously appeared in Section 11-2-15 Pueblo of Acoma Laws 1995 (2000 supplement)

11-2-17 Internet Gaming. In the event that internet gaming is authorized within the State, the State and the Tribe agree that they will reopen good faith negotiations to evaluate the impact, if any, of internet gaming and consider adjustments to the Compact. The parties understand and agree that it is not possible to determine at this time what, if any, adjustments to the Compact would be necessary.

Origins: 2015 Gaming Compact.

11-2-18 Applicability. The Tribe has informed the State that it does not intend to conduct Class III Gaming on Indian Lands which are eligible for gaming pursuant to 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii). The Tribe acknowledges and agrees that there are unique circumstances and conditions that are often implicated by such lands and that it has not asked the State to consider those issues during these negotiations. With that understanding, the Tribe has agreed that it will not conduct Class III Gaming on such lands pursuant to 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii) under the terms of this Compact and will negotiate a separate Compact in the future if it desires to

conduct Class III Gaming on Indian Lands that are eligible for gaming pursuant to 25 U.S.C. §§ 2719 (a)(2)(B), (b)(1)(A), (b)(1)(B)(ii) or (b)(1)(B)(iii).

Origins: 2015 Gaming Compact.

11-2-19 Severability. Should any provision of this Compact be found to be invalid or unenforceable by any court, such determination shall have no effect upon the validity or enforceability of any other portion of this Compact, and all such other portions shall continue in full force and effect, except that this provision shall not apply to Sections 3, 4, 5, 6, 9, 11 and 12 hereof, or to any portions thereof, which the parties agree are non-severable.

Origins: 2001 Gaming Compact.

Annotations: The reference to Sections 4, 5, 6, 9, and 11 refer to Sections 11-2-4, 11-2-5, 11-2-6, 11-2-9, and 11-2-11 Pueblo of Acoma Laws 2003, respectively. 2015 Gaming Compact updates the referenced Sections to 3,4,5,6,9,11 and 12 and refer to Sections ____ of the Pueblo of Acoma Laws 2003 (2017 Replacement), respectively.

Chapter 3. [RESERVED FOR FUTURE USE]

Origins: Pueblo of Acoma Laws 1995 (2000 supplement) included a chapter 3 entitled, "Revenue-Sharing Agreement". This chapter is deleted, as a separate chapter, from the 2001 Gaming Compact, and from this Pueblo of Acoma Laws 2003.

Annotations: Section 11-2-11 Pueblo of Acoma Laws 2003 contains the provisions on "Revenue Sharing".

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APPENDIX to the 2015 Compact Amendments

Origins: 2015 Gaming Compact

WHEREAS, the Pueblo of Acoma (“Tribe”), a federally recognized Indian tribe, operates a Gaming Enterprise on its land located within the exterior boundaries of the Tribe’s Indian Lands;

WHEREAS, the Tribe conducts gaming activities on its Indian Lands pursuant to a compact entered into between the Tribe and the State and approved by the United States Department of Interior;

WHEREAS, the Acoma Gaming Commission is the Tribal Gaming Agency (“TGA”) identified to the State Gaming Representative (“SGR”) as the agency responsible for actions of the Tribe set out in the Compact and is the single contact with the State and may be relied upon as such by the State;

WHEREAS, the SGR is the person designated by the New Mexico Gaming Control Board (“NMGCB”) pursuant to the Gaming Control Act [NMSA 1978, § 60-2E-1 to -62 (1997, as amended through 2014)] who shall be responsible for the actions of the State set out in the Compact;

WHEREAS, the Tribe and the State have engaged in negotiations leading to this Compact to be submitted for approval by the 2015 Legislature; and

WHEREAS, the Tribe and the State wish to submit for approval certain details concerning aspects of their agreement to be made an integral part of the 2015 Compact, but to be designated as the Appendix to the Compact;

NOW, THEREFORE, the State and the Tribe agree to the following additional terms and conditions:

I. Gaming Machines and Table Games

Section 2(K) and Section 2(W) of the Compact provide definitions for Class III Gaming Machines and Table Games. The definition of a Class III Gaming Machine is intended to encompass the traditional slot machine. The definition of a Table Game is intended to encompass traditional games that use cards such as Pai-gow and blackjack, wheel games such as roulette and the Big Wheel, and dice games such as craps.

However, technology is constantly changing in the area of casino gaming and the once clear line between slot machines and Table Games is becoming less clear. It is the intention of the parties to accommodate and clarify revenue sharing requirements of new games that blur the line between traditional games. Generally, games that are predominantly mechanical, electromechanical or electronic are subject to revenue sharing and games that rely significantly on a casino attendant (a live person) to play the game are not subject to that obligation. Casino attendant involvement ranges from minimal

interaction such as initiating the game and taking bets and/or making payout to substantial interaction such as participating in the game as a player (e.g. blackjack) or being involved in nearly every aspect of the game (e.g. craps). The greater the involvement of the casino attendant, the more likely the game is a Table Game. For example, a casino attendant may have some minimal involvement in an electromechanical slot machine game, such as making a pay-out, but that is not a significant enough involvement to exclude it from revenue sharing obligations. Likewise, although roulette has a mechanical aspect, it is not significant enough to make it subject to revenue sharing obligations.

Recognizing the dynamic nature of gaming technology, the parties shall attempt to agree on whether new mechanical, electromechanical or electronic games that utilize traditional components of Table Games, e.g. cards, wheels or dice, are subject to revenue sharing on a case by case basis. In the event the parties are unable to agree, the matter shall be submitted to arbitration pursuant to Section 7.

State Monitoring and Control System. Section 4(B)(13) of the Compact provides that the Tribe shall make available to the SGR, unaltered data from all Gaming Machines. The information shall be downloadable from the Tribe's monitoring and control system. The parties agree that access to such data shall be made available as follows:

A. The SGR or designee shall have access to the Gaming Machine accounting data from the production side of the Tribe's monitoring and control system. The Gaming Machine accounting data consists of the raw, unaltered, data used by the Tribe to calculate Net Win. This information shall not be in an altered, processed or manipulated format. This information shall be accessible by the SGR, as the SGR shall from time to time determine is required, on a per machine and/or aggregate basis based on a full game day cycle. The purpose of this information is to allow the SGR to verify the Tribe's Net Win calculation. A system for electronic access to the Tribe's Gaming Machine accounting data shall be constructed and installed at the State's cost.

B. The security codes for log-in by the SGR or designee shall be defined collectively by the TGA, the manufacturer of the monitoring and control system, and the SGR.

C. Access to the Gaming Machine accounting data shall be limited to the SGR or designee solely for purposes authorized in the Compact.

D. Any part of the Gaming Machine accounting data obtained herein is designated as confidential under the Compact and shall not be made available for public inspection by the SGR.

E. The information referred to herein shall be transferred over secure telecommunications lines.

F. The TGA shall ensure that the systems and connections necessary to

provide access to the Gaming Machine accounting data are in place and operating as required under the Compact.

G. The TGA shall ensure that the SGR or designee is notified promptly either by electronic mail or telephone of any technical problems related to the generation, transfer or access of the Gaming Machine accounting data.

H. The TGA shall ensure that the SGR has access to the Gaming Machine accounting data on a periodic basis as determined from time to time by the SGR, but in no event shall access be more often than once in a 24 hour period and the SGR shall strive to access such information in a reasonable manner and only to the extent necessary to meet his obligations under the Compact.

I. The TGA shall at all times designate a person and an alternate as the daily contact person of the SGR or designee.

II. Audits and Compliance

A. Section 4(E)(2) provides that the TGA will certify annually to the SGR that the TGA has met its obligations under this Compact.

1. The TGA shall annually certify to the SGR that the Tribe is in compliance with the provisions of the Compact by completing and submitting a Compliance Report.
2. The Compliance Report contains a checklist of the applicable sections of the Compact substantially similar to the form outlined as "Form A" provided at the end of this Appendix. The Compliance Report shall serve as an annual attestation to certify that the Tribe, TGA and the Tribal Gaming Enterprise have met the obligations under the Compact.
3. The TGA shall complete and submit to the SGR its Compliance Report within thirty (30) days of the end of the Tribe's fiscal year.
4. The TGA shall rely upon its records in preparing the Compliance Report. As evidence that the elements or requirements of the Compact have been met, the TGA shall conduct a comprehensive review of their gaming operations, which may include sample testing. The TGA shall determine the sample size to be used and will provide the methodology of the chosen sample size to the SGR. The TGA shall maintain all records relied upon in preparing the Compliance Report. The records shall be made available for review by the SGR or agent as requested.

5. The TGA shall attach a written explanation of the course of action taken to remedy or explain any portions of the audit checklist that are listed as non-compliant or partially compliant. The SGR reserves the right to review the audit checklist and request additional documentation if necessary, including all source documents and data.
 6. The SGR reserves the right to inspect and verify pursuant to Section 4(E)(3) of the 2015 Compact.
 7. In addition to the Compliance Report, and within thirty (30) days of the end of the Tribe's fiscal year, the TGA shall provide the SGR an annual report accounting for the Tribe's use of the funds identified in Section 4(B)(16) and Section 4(F)(2)(b)(iii) of the Compact, including the organizations or programs funded, the amount of funding provided to each, and demonstrating that the funds were used for the purposes described in Section 4(B)(16) of the Compact.
- B. Section 4(E)(3) of the Compact provides authorization for the SGR to inspect a Gaming Facility, Class III gaming activity, individual Gaming Machines and all records relating to Class III Gaming of the Tribe. The parties agree that the protocol for inspection of Gaming Machines shall include the following:
1. The SGR shall have access to inspect individual Gaming Machines upon the terms and conditions set forth in Section 4(E)(3) of the 2015 Compact.
 2. The SGR recognizes that the Tribal Gaming Enterprise is a business and will take reasonable steps to not interfere with the normal conduct of the gaming business.
 3. The SGR recognizes that the TGA has primary responsibility to administer and enforce the regulatory requirements of the Compact and does so through internal controls, direct control of the gaming media and the security and access of the gaming media in a Gaming Machine.
 4. The TGA shall be present at any inspection, upon having been given notice as set out in Section 4(E)(3), and testing of the gaming media shall be conducted by the TGA representative and verified by the SGR.
 5. The SGR's inspection of individual Gaming Machines shall be limited to purposes authorized by this Compact.
- III. Progressive Games, Participation Fees, Free Play and Point Play, and Players' Clubs and Complimentaries

A. Pro-rata Portion of Wide-Area Progressive System Fees

Similar to the proprietary (in-house) progressive gaming devices, the top jackpots for wide-area progressive gaming devices increment with the level of play. However, in the case of wide-area progressive gaming devices, a third-party vendor operates the system. The system spans multiple casinos. The top jackpots increment as each of the Gaming Machines in the system is played, regardless of the casino in which the gaming machine is located. The third-party vendor administers the system. In return, the casinos make periodic payments to the third-party vendor. The vendor payments provide for the progressive jackpot and a fee to the third-party vendor. The casinos collect the cash or cash equivalents from these Gaming Machines as drop. When a progressive jackpot is won, the third-party vendor pays the jackpot from funds collected from the casinos.

If in calculating Net Win, fees to the third-party vendor in excess of those amounts necessary to fund the progressive jackpots have been applied to reduce Net Win, then for purposes of calculating Adjusted Net Win, the Tribe shall add back those amounts that did not fund the progressive jackpots. The third-party vendor will need to inform the Gaming Enterprise in writing as to the specific amount of the vendor payments that are contributed to the progressive system payouts (jackpots).

B. Participation Fees

Broadly, participation fees are any contractual payments made by casinos that are set at a minimum or maximum amount per day or are tied to the total coin-in, or drop generated by the gaming devices being operated, or other financial measures related to the operation of the gaming devices. An example of participation fees is the periodic payments casinos make to the third-party vendor for the use of a Gaming Machine. Participation fees can also be royalty payments, lease payments, or payments for other contractual arrangements.

The participation fee is an expense and is not deductible for the purposes of revenue sharing and should be treated accordingly.

C. Free Play and Point Play

Under the terms of this Compact, Free Play and Point Play do not increase Net Win, and amounts paid as a result of Free Play or Point Play reduce Net Win for purposes of the revenue sharing calculation in Section 11(C). However, any form of credits with any cash redemption value increase Net Win when wagered on Gaming Machines and amounts paid as a result of such wagers reduce Net Win for purposes of calculating revenue sharing.

D. Promotions, Players' Clubs, Non-Cash Prizes and Complimentaries

Any rewards, awards or prizes, in any form, received by or awarded to a patron under any form of a players' club program (however denominated), or promotion, or as a

result of patron-related activities, are not deductible from Net Win. The value of any complimentary given to patrons in any form, including but not limited to food and lodging as addressed in Section 4(B)(19), is not deductible from Net Win.

If the Tribe chooses to use non-cash prizes in connection with play on a Gaming Machine, Net Win is reduced by the amount of the Gaming Enterprise's actual cost of a non-cash prize awarded as a direct result of a win on a Class III Gaming Machine.

IV. Extension of Credit pursuant to Section 4(B)(10)

- A. Intent. The State and Tribe acknowledge that when credit is provided to patrons that do not have sufficient assets or resources to repay the debt, there are negative impacts to the patron, the Gaming Enterprise and the State; however, the credit that is contemplated herein is designed to attract only certain qualified patrons that meet certain criteria and have demonstrated sufficient available funds and assets to repay the debt. Specifically, the extension of credit is designed to allow high income, high volume players more convenient access to their own available funds. In recognition of the fact that granting credit is an important marketing tool for Tribes and may be helpful in attracting certain patrons to the State, the State and Tribe have agreed to allow for short term credit but have agreed to careful regulation and incorporated several safeguards to protect from any unintended consequences.
- B. State Requirements. In addition to the provisions set forth herein, the State has requested, and the Tribe has agreed, to comply with the following requirements:
1. Credit extensions shall be no less than ten thousand dollars (\$10,000.00).
 2. Credit extensions shall be required to be repaid by the patron within thirty (30) days.
 3. The Tribe may only extend credit to patrons that have an annual income of at least \$200,000 for a single person or \$300,000 for a couple and available cash balances that exceed the amount of credit extended to the patron.
 4. Approvals of any credit extension shall require that the Gaming Enterprise perform the following verifications:
 - i. Any patron requesting credit shall be required to verify that the patron has an annual income of at least \$200,000 for a single person or \$300,000 for a couple. Verification of the patron's annual income shall be satisfied by the patron signing a

statement, signed under penalty of perjury, confirming the amount of the patron's annual income; and

- ii. Any patron requesting credit shall be required to verify that the patron has available cash balances that exceed the amount of the credit to be extended. Verification of the patron's available cash balances shall be satisfied by the patron signing a statement, signed under penalty of perjury, confirming that the patron has available cash balances that exceed the amount of the credit to be extended. As an additional safeguard, verification of the patron's personal checking account information shall be performed by the Gaming Enterprise directly with the patron's bank or a bank verification service before extending credit to the patron. The verification shall include verifying that: (1) the patron has an existing and active checking account, (2) the checking account is in the patron's name; and (3) the total amount in all of the patron's accounts with that bank is in excess of the amount of credit requested. A bank verification service utilized by a Gaming Enterprise may make use of another bank verification service to make direct communication with the patron's bank. The Gaming Enterprise shall record the source of verification and the method by which each verification was performed in the patron's credit file. The verification may be performed telephonically prior to the credit approval provided the Gaming Enterprise or bank verification service requests written documentation of all information obtained as soon as possible and such written documentation is included in the patron's credit file. All requests for written information shall be maintained in the patron's credit file until such documentation is obtained.
 5. Approvals to increase the amount of credit granted shall require a 24-hour "cooling off" period between the time a request for an increase in the credit is received and when the additional credit amount will be made available to the patron.
- C. Tribal Minimum Internal Control. The Tribe or TGA shall adopt the minimum internal control standard set forth in 25 C.F.R. § 542.15, as may be amended from time to time (the "Tribal Credit MICS") and shall comply with any and all other applicable federal law. The Tribe or TGA may amend the Tribal Credit MICS and/or may enter into additional minimum internal control standards in order to continue efficient regulation and address future circumstances; provided that: (i) any amendments or additional standards shall be at least as stringent as 25 C.F.R. § 542.15 in its current form as of the Effective Date of the Compact; and (ii) the Tribe provides a copy of the amendments and/or

additional standards to the State for review and comment prior to implementation. The Gaming Enterprise shall offer Credit pursuant to written internal policies and procedures. The internal policies and procedures shall implement the minimum internal control standard.

D. Certification. The following shall occur on an annual basis:

1. The TGA shall certify that the Tribal Credit MICS meet or exceed the standards set forth in 25 C.F.R. § 542.15 (as in effect on the Effective Date of this Compact or as it may be amended, provided that any later amendments are at least as stringent as the version in effect on the Effective Date of this Compact).

2. The TGA shall certify that the Gaming Enterprise's written system of internal controls comply with the Tribal Credit MICS.

3. The TGA shall cause internal audits to be conducted in conformance with the Tribal Credit MICS to test the Gaming Enterprise's compliance with the written system of internal controls and require that an Internal Audit Report be prepared, consistent with applicable provisions of the Tribal Credit MICS, a copy of which Internal Audit Report shall be provided to the SGR.

4. The TGA shall investigate any exceptions identified in the Internal Audit Report and require the Gaming Enterprise to correct any substantiated exceptions.

5. The TGA or the Tribe shall engage an independent certified public accountant to conduct agreed-upon procedures consistent with applicable provisions of the Tribal Credit MICS and prepare a report documenting the results of those procedures ("Agreed-Upon Procedures Report"), a copy of which report shall be provided to the SGR. The independent certified public accountant shall be licensed in the State to practice as an independent certified accountant.

6. The TGA shall send a report to the SGR which describes the status of compliance of the Gaming Enterprise with the Tribal Credit MICS. The TGA's annual report to the SGR, shall certify if material compliance with the Tribal Credit MICS has been achieved and shall enclose: (i) the TGA Internal Audit Report; (ii) the Agreed-Upon Procedures Report; and, (iii) any written communications of the independent certified public accountant including management letters regarding weaknesses or deficiencies in internal controls issued in connection with the Agreed-Upon-Procedures Report, including but not limited to documentation related to any financial review/audit of gaming revenue.

7. If, upon review, the SGR reasonably determines that there is substantial evidence of material noncompliance with the requirements of the Tribal Credit MICS, the SGR may request a meeting to consult with the TGA

regarding the method and means by which the Tribe determines that the Tribal Credit MICS are properly being enforced. The TGA and SGR shall meet within thirty (30) days of a written meeting request from the SGR. The SGR meeting request shall identify its basis for a determination that there is substantial evidence of material noncompliance with the requirements of the Tribal Credit MICS. During this meeting, the SGR and TGA shall make good faith efforts to address the issues identified in the SGR meeting request.

8. A violation of the Tribal Credit MICS or any other applicable federal law or regulation or any other applicable law shall be considered a breach of the Compact.

- E. Compliance and Reporting. The TGA shall audit compliance annually of policies and procedures for credit consistent with the MICS Audit Checklist – Credit promulgated by the National Indian Gaming Commission,¹ a copy of which shall be provided to the SGR. In addition, on a quarterly basis, the Tribe or TGA shall report the following to the SGR for the previous quarter:
1. the total amount of the credit extended;
 2. the number of credit extensions granted;
 3. the number of patrons receiving credit and the number of extensions per patron;
 4. the amount of each individual credit extension;
 5. the city and state of residence for each patron granted credit;
 6. the aging report of the Gaming Enterprise reflecting the amounts owed; and
 7. the amount of any write-offs and any collection efforts by collection agencies.
- F. Consumer Protection. The Gaming Enterprise is obligated to observe the following terms and conditions associated with granting credit:
1. The Gaming Enterprise is prohibited from allowing a patron to directly purchase gaming chips, checks or credits with a credit card. However, nothing herein prevents a patron from making ATM withdrawals using a debit or a credit card.
 2. The Gaming Enterprise is prohibited from charging interest or fees for credit extended to patrons.
 3. Outstanding balances are payable within thirty (30) days.
 4. The Gaming Enterprise reserves the right to require the payoff of outstanding balances from table games winnings or slot jackpots.

¹http://www.nigc.gov/Laws_Regulations/Commission_Regulations/Minimum_Internal_Control_Standards/25_CFR_Part_542c.aspx

5. The Gaming Enterprise is prohibited from selling delinquent account balances to collection specialists for purposes of collecting outstanding amounts owed.
 6. The Gaming Enterprise is prohibited from awarding, granting or paying incentives of any kind to Gaming Enterprise employees based on the granting of credit or the amount of credit extended.
 7. The Gaming Enterprise is prohibited from awarding, granting or paying incentives of any kind to induce any Gaming Enterprise patron to obtain credit.
 8. The Gaming Enterprise shall designate certain employees as credit department representatives or executives with the authority to approve credit for gaming activities. A credit department representative shall not perform any duties incompatible with the assessment of a patron's credit worthiness such as recruitment of or marketing to patrons or prospective patrons.
 9. Any patron that applies for a credit shall be provided written notice of the terms and conditions of the credit including the consequences for failure to repay the debt.
 10. In assessing whether to increase the credit limit to a patron, the Gaming Enterprise shall consider the patron's player rating based on a continuing evaluation of the amount and frequency of play subsequent to the patron's initial receipt of credit. The patron's player rating shall be readily available to representatives of the Gaming Enterprise's credit department prior to their approving a patron's request for a credit limit increase. Significant deviations in the patron's player rating shall be viewed negatively in determining whether to grant or deny credit to a patron.
 11. Judicial collection of debts shall only be pursued in the state court where the patron resides and the law of the state in which the patron resides shall apply.
- G. No Reduction in Revenue Sharing. There is no reduction in revenue sharing payments owed by the Gaming Enterprise for uncollectible debt related to credit extensions.
- H. Applicability. The requirements of Section IV of this Appendix shall only apply in the event that the Tribe offers credit as permitted in Section 4(B)(10). In the event that a Tribe does not offer credit as permitted in Section 4(B)(10), the requirements of Section IV shall not apply.

V. Discretionary Complimentaries pursuant to Section 4 (B)(19)

- A. Tribal Minimum Internal Control Standard. The Tribe or TGA shall adopt the minimum internal control standard set forth in 25 C.F.R. § 542.17, as may be amended from time to time (“Tribal Complimentaries MICS”) and shall comply with any and all other applicable federal law. The Tribe or TGA may amend the Tribal Complimentaries MICS and/or may enter into additional minimum internal control standards in order to continue efficient regulation and address future circumstances; provided that: (i) any amendments or additional standards shall be at least as stringent as the 25 C.F.R. § 542.17 in its current form as of the Effective Date of the Compact; and (ii) the Tribe provides a copy of the amendments and/or additional standards to the State for review and comment prior to implementation. The Gaming Enterprise shall offer discretionary Complimentaries pursuant to written internal policies and procedures. The internal policies and procedures shall implement the minimum internal control standard.
- B. Calculation of Complimentaries. The “cumulative market value” shall be calculated based on the average daily rate (ADR) for lodging and the menu pricing for food.
- C. Compliance and Reporting. The TGA shall audit compliance annually of policies and procedures for discretionary Complimentaries consistent with the MICS Audit Checklist – Complimentary Services and Items promulgated by the National Indian Gaming Commission,² a copy of which shall be provided to the SGR. In addition, on a quarterly basis, the Tribe or TGA shall report the following to the SGR for the previous quarter: the total amount of the discretionary Complimentaries during the previous quarter (and a cumulative total of the previous quarters for the year) in dollars and as a percentage of Adjusted Net Win for such quarter.
- D. Applicability. The requirements of Section V of this Appendix shall only apply in the event that the Tribe offers discretionary Complimentaries as permitted in Section 4(B)(19). In the event that a Tribe does not offer discretionary Complimentaries as permitted in Section 4(B)(19), the requirements of Section V shall not apply.

²http://www.nigc.gov/Laws_Regulations/Commission_Regulations/Minimum_Internal_Control_Standards/25_CFR_Part_542c.aspx

New Mexico Gaming Control Board
COMPACT COMPLIANCE CHECKLIST
Compliance Report
Fiscal Year 20

Key: X – Compliance (Blank) – Non-Compliance
/– Partial Compliance NA – Not Applicable

<u>Compliance</u> <u>with Section</u>	<u>Tribal-State Compact</u>	<u>Compliance</u> <u>with Section</u>	<u>Tribal-State Compact</u>	<u>Compliance</u> <u>with Section</u>	<u>Tribal-State Compact</u>
<input type="checkbox"/>	<u>Section 3. Authorized Class III Gaming.</u>	<input type="checkbox"/>	<u>Section 4.B.(17)</u>	<input type="checkbox"/>	<u>Section 8. Protection of Visitors.</u>
<input type="checkbox"/>	<u>Section 4. Conduct of Class III Gaming.</u>	<input type="checkbox"/>	<u>Section 4.B.(18)</u>	<input type="checkbox"/>	<u>Section 8.A.</u>
<input type="checkbox"/>	<u>Section 4.A.(1)</u>	<input type="checkbox"/>	<u>Section 4.B.(19)</u>	<input type="checkbox"/>	<u>Section 8.C.</u>
<input type="checkbox"/>	<u>Section 4.A.(2)</u>	<input type="checkbox"/>	<u>Section 4.D.</u>	<input type="checkbox"/>	<u>Section 8.D.</u>
<input type="checkbox"/>	<u>Section 4.A.(3)</u>	<input type="checkbox"/>	<u>Section 4.E.(1)</u>	<input type="checkbox"/>	<u>Section 8.E.</u>
<input type="checkbox"/>	<u>Section 4.A.(4)</u>	<input type="checkbox"/>	<u>Section 4.E.(2)</u>	<input type="checkbox"/>	<u>Section 8.F.</u>
<input type="checkbox"/>	<u>Section 4.A.(5)</u>	<input type="checkbox"/>	<u>Section 4.E.(3)</u>	<input type="checkbox"/>	<u>Section 8.G.</u>
<input type="checkbox"/>	<u>Section 4.A.(6)</u>	<input type="checkbox"/>	<u>Section 4.E.(4)</u>	<input type="checkbox"/>	<u>Section 8.H.</u>
<input type="checkbox"/>	<u>Section 4.A.(7)</u>	<input type="checkbox"/>	<u>Section 4.E.(5)</u>	<input type="checkbox"/>	<u>Section 8.I.</u>
<input type="checkbox"/>	<u>Section 4.A.(8)</u>	<input type="checkbox"/>	<u>Section 4.E.(6)</u>	<input type="checkbox"/>	<u>Section 10. Criminal Jurisdiction.</u>
<input type="checkbox"/>	<u>Section 4.A.(9)</u>	<input type="checkbox"/>	<u>Section 4.F.(1)</u>	<input type="checkbox"/>	<u>Section 10.C.</u>
<input type="checkbox"/>	<u>Section 4.B.(1)</u>	<input type="checkbox"/>	<u>Section 4.F.(2)</u>	<input type="checkbox"/>	<u>Section 11. Revenue Sharing.</u>
<input type="checkbox"/>	<u>Section 4.B.(2)</u>	<input type="checkbox"/>	<u>Section 5. Licensing Requirements.</u>	<input type="checkbox"/>	<u>Section 11.A.</u>
<input type="checkbox"/>	<u>Section 4.B.(3)</u>	<input type="checkbox"/>	<u>Section 5.A.</u>	<input type="checkbox"/>	<u>Section 11.B.</u>
<input type="checkbox"/>	<u>Section 4.B.(4)</u>	<input type="checkbox"/>	<u>Section 5.B.</u>	<input type="checkbox"/>	<u>Section 11.C.</u>
<input type="checkbox"/>	<u>Section 4.B.(5)</u>	<input type="checkbox"/>	<u>Section 5.C.</u>	<input type="checkbox"/>	<u>Appendix</u>
<input type="checkbox"/>	<u>Section 4.B.(6)</u>	<input type="checkbox"/>	<u>Section 5.D.</u>	<input type="checkbox"/>	<u>Section II.A. Audit</u>
<input type="checkbox"/>	<u>Section 4.B.(7)</u>	<input type="checkbox"/>	<u>Section 6. Providers of Class III Gaming</u>	<input type="checkbox"/>	<u>Section II.B. Inspection</u>
<input type="checkbox"/>	<u>Section 4.B.(8)</u>	<input type="checkbox"/>	<u>Section 6. Providers of Class III Gaming</u>	<input type="checkbox"/>	<u>Section III Progressive Games</u>
<input type="checkbox"/>	<u>Section 4.B.(9)</u>	<input type="checkbox"/>	<u>Equipment or Devices or Supplies.</u>	<input type="checkbox"/>	<u>Section IV Credit</u>
<input type="checkbox"/>	<u>Section 4.B.(10)</u>	<input type="checkbox"/>	<u>Section 6.A.</u>	<input type="checkbox"/>	<u>Section V Comps</u>
<input type="checkbox"/>	<u>Section 4.B.(11)</u>	<input type="checkbox"/>	<u>Section 6.B.</u>		
<input type="checkbox"/>	<u>Section 4.B.(12)</u>	<input type="checkbox"/>	<u>Section 6.C.</u>		
<input type="checkbox"/>	<u>Section 4.B.(13)</u>				
<input type="checkbox"/>	<u>Section 4.B.(14)</u>				
<input type="checkbox"/>	<u>Section 4.B.(15)</u>				
<input type="checkbox"/>	<u>Section 4.B.(16)</u>				

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