



**MEMORANDUM OF UNDERSTANDING
REGARDING THE DISSEMINATION OF CRIMINAL HISTORY RECORD
INFORMATION BETWEEN THE NEW MEXICO STATE GAMING
REPRESENTATIVE AND THE ACOMA GAMING COMMISSION**

This Memorandum of Understanding (“MOU”) is made between the Acoma Gaming Commission (“AGC”) and the New Mexico State Gaming Representative (“SGR”) and concerns the dissemination of criminal history record information on key and primary management employees of Sky City Casino that derive from fingerprint cards that are submitted to the Federal Bureau of Investigation.

I. PURPOSE AND GOALS

WHEREAS, Acoma Pueblo, a federally recognized Indian tribe operates a Gaming Enterprise on its land located within the exterior boundaries of the Tribe’s reservation; and

WHEREAS, Acoma conducts Class III Gaming activities pursuant to a compact entered into between Acoma and the State of New Mexico (“State”) and approved by the United States Department of Interior (“Compact”); and

WHEREAS, the AGC is the “Tribal Gaming Agency” identified to the 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; and

WHEREAS, the SGR is the person designated by the Gaming Control Board pursuant to the Gaming Control Act [60-2E-1 to 60-2E-60 NMSA 1978] who will be responsible for the actions of the State set out in the Compact; and

WHEREAS, Section 5 of the Compact provides that AGC must conduct or cause to be conducted background investigations on primary management official and key employee applicants for licenses (collectively, "License Applicants") to ensure License Applicants are qualified to participate in the Class III Gaming operations of Acoma; and

WHEREAS, pursuant to Section 5 of the Compact, AGC is authorized to receive criminal history record information ("CHRI") made available by the Federal Bureau of Investigations ("FBI") on License Applicants through the Integrated Automated Fingerprint Information System ("IAFIS") in connection with such investigations for licensure; and

WHEREAS, SGR is authorized to receive CHRI from the FBI on License Applicants pursuant to Section 5 of the Compact; and

WHEREAS, the FBI has authorized the secondary dissemination of CHRI on License Applicants by SGR to tribal gaming agencies; and

WHEREAS, the parties seek to implement a pilot program whereby SGR will process License Applicant's fingerprint cards through IAFIS and will disseminate the resulting CHRI to AGC;

WHEREAS, this MOU is being entered into to expedite the retrieval of CHRI which is necessary for AGC to make licensing decisions; and

WHEREAS, this MOU is evidence of the good will and cooperative spirit between the Pueblo of Acoma and the SGR and represents an effective government-to-government and regulator-to-regulator relationship,

NOW THEREFORE, the AGC and SGR, consistent with the provisions of the IGRA and in accordance with the laws of the State and the Pueblo of Acoma, enter into

this MOU which sets out the guidelines to facilitate the dissemination of CHRI from the SGR to the AGC on License Applicants that derive from fingerprint cards that are submitted to the FBI.

II. CONDITIONS

The following are conditions under which the SGR will provide CHRI to the AGC:

1. AGC will fingerprint License Applicants according to the requirements of the Compact, the Indian Gaming Regulatory Act, and other applicable law.
2. The CHRI provided to the AGC shall be afforded proper security by AGC. The AGC shall ensure that access to all CHRI furnished by the SGR is restricted to personnel directly involved in licensing or investigatory deliberations. The AGC shall maintain records of the identities of all persons receiving access to the CHRI and such records shall be furnished to the SGR upon request.
3. The CHRI provided by the SGR may be used by the AGC solely for the purpose of determining the license suitability for employment at Sky City Casino and in the investigation of potential crimes or regulatory violations.
4. The provisions in this MOU shall in no way alter the duties or responsibilities of the AGC to provide the notice of results of the background checks on key and primary management officials to the National Indian Gaming Commission or the SGR.
5. SGR shall ensure that access to the provided fingerprint cards and CHRI is restricted to SGR and its designees.
6. SGR will review a License Applicant's CHRI to verify that the CHRI returned is a match for the Applicant finger prints submitted.

7. Neither SGR, the State, nor agents acting on behalf of either, are responsible for any action taken by AGC on the basis of the information provided pursuant to this MOU.

III. PROCESS

1. AGC may submit License Applicants' fingerprint cards to SGR for processing through IAFIS. All License Applicant fingerprint cards shall be sent to the SGR by certified mail or delivered by personal service. All personal service, whether sending or receiving, shall be the responsibility of the AGC. All fingerprint cards must be accompanied by a written request for processing to SGR at the following address:

New Mexico Gaming Control Board
State Gaming Representative
6400 Uptown Blvd., NE, Suite 100E
Albuquerque, New Mexico 87110

2. For each individual License Applicant two original fingerprints cards must be submitted. Fingerprint cards must adhere to accepted FBI standards and must state in the block for Reason Fingerprinted, "Pursuant to Section 5 of the Tribal-State Compact/Tribal gaming applicant or licensee."

4. SGR, or its designee, upon receipt of the written request and fingerprint cards, will as soon as administratively possible submit the fingerprint cards to the FBI for processing through IAFIS in order for the SGR to obtain the License Applicant's CHRI.

5. SGR, or its designee, will attempt to process each License Applicant's fingerprint cards twice. In the event that the fingerprint cards are rejected by IAFIS or problems occur with IAFIS, the SGR will promptly notify AGC in writing of the problem with any corrective action that may need to take place prior to re-submitting the fingerprint card.

If a License Applicant's fingerprint cards need to be re-submitted more than twice, AGC agrees to bear all costs associated with the re-submission.

6. Upon receiving CHRI on each License Applicant submitted, the SGR or its designee shall as soon as administratively possible send the CHRI results by certified mail to AGC or make available for AGC or its designee to personally pick-up the CHRI. One of the original fingerprint cards will be returned with the CHRI in an envelope marked "confidential" to the AGC at the following address:

Licensing Administrator
Acoma Gaming Commission
P.O. Box 454
Pueblo of Acoma, NM 87034

7. The second original License Applicant fingerprint card will remain with the SGR for administrative and audit purposes.

8. Should the SGR elect to conduct a background investigation on an Applicant the SGR will make a written request to AGC for access to the CHRI and any other information necessary to conduct its own investigation.

IV. COSTS

1. The AGC shall incur all costs involving the delivery of the License Applicant fingerprint cards to the SGR and return delivery of the resulting CHRI. All other administrative costs associated with this MOU will be borne by the SGR, with exception of the occurrence when a License Applicant's fingerprint cards need to be processed through IAFIS more than twice.

V. DURATION

1. The terms and conditions of this MOU will begin effective upon signature of the SGR.
2. Amendments to this MOU must be made in writing signed by the parties.
3. This MOU will terminate upon 10 days' written notice by one party to the other.

NEW MEXICO STATE
GAMING REPRESENTATIVE

ACOMA GAMING COMMISSION

By: Peggy O. Roberts
Title: State Gaming Repres.
Date: 11/21/02

By: [Signature]
Title: CHAIRMAN
Date: 12/4/02