United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JUL 2 6 1996

Honorable Raymond Hoferer
Chairman
Walker River Paiute Tribe
P.O. Box 220
Schurz, Nevada 89427

Dear Chairman Hoferer:

On June 13, 1996, we received the Slot Route Compact between the Walker River Paiute Tribe (Tribe) and the State of Nevada (State), dated March 25, 1996. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

Notwithstanding our approval of the Compact, Section 11(d)(1) of the IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the National Indian Gaming Commission (NIGC). Regulations governing approval of Class II and Class III gaming ordinances are found in 25 CFR §§ 501.1-577.15 (1995). Pursuant to the IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman. The Tribe may want to contact the NIGC at (202) 632-7003 for further information to determine when and how to submit the ordinance for approval by the NIGC.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of the IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC for information on submitting the ordinance and the management contract for approval by the NIGC.

960731.00205

We wish the Tribe and the State success in their economic venture.

Sincerely,

/S/ Ada E. Deer

Ada E. Deer
Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Bob Miller
Governor of Nevada
State Capitol
Carson City, Nevada 89710

cc: Phoenix Area Director w/copy of approved Compact
Supt., Western Nevada Agency w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Phoenix Area Field Solicitor w/copy of approved Compact
Nevada United States Attorney w/copy of approved Compact

SLOT ROUTE COMPACT BETWEEN
THE WALKER RIVER PAIUTE TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING

AUTHORITY

This Agreement is made by and between the WALKER RIVER PAIUTE TRIBE ("Tribe") and the STATE OF NEVADA ("State"), pursuant to Public Law 100-497, the Indian Gaming Regulatory Act, codified at 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168 ("IGRA"). The Tribe has authority under its Constitution and By-laws to enter into this Compact and by authority of the duly enacted Tribal resolution that is attached to this Agreement (Appendix A). The State is authorized to enter into this Agreement by Section 11(d)(3)(B) of the IGRA and the provisions of Nevada Revised Statutes §§ 277.080 to 277.170.

PURPOSE

The purpose of this compact is to promote the sound regulation of all gaming activities on lands within the jurisdiction of the Tribe in order to protect the public interest and the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, and to promote Tribal economic development and self-sufficiency.

RECITALS

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

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WHEREAS, the Congress of the United States has enacted the IGRA, which requires that a Tribal-State compact be negotiated between the Tribe and State before a Tribe may lawfully allow Class III gaming on Indian lands; and

WHEREAS, the Tribe intends to allow the placement of slot machines on the reservation by a licensed slot route operator; and

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this compact to provide a regulatory framework for the operation of slot machines on the Walker River Paiute Tribe reservation;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

DEFINITIONS

1. The terms "Act" and "IGRA" mean the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721, and 18 U.S.C. §§ 1167-1168.

2. The term "associated or gaming equipment" means any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming, any game, race book or sports pool that would not otherwise be classified as a gaming device, including dice, playing cards, links which connect to progressive slot machines, equipment which affects the proper reporting of gross revenue, computerized systems of betting at a race book or sports pool, computerized systems for monitoring slot machines and devices for weighing or counting money.

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3. The term "Class I Gaming" means all forms of gaming defined as Class I in Section 4(6) of the Act, 25 U.S.C. § 2703(6).

4. The term "Class II Gaming" means all forms of gaming defined as Class II in Section 4(7) of the Act, 25 U.S.C. § 2703(7).

5. The term "Class III Gaming" means all forms of gaming defined in Class III in Section 4(8) of the Act, 25 U.S.C. § 2703(8).

6. The term "Chairman" means the Chairman of the State Gaming Control Board or his designee.

7. The term "Commission" means the Nevada Gaming Commission.

8. The term "Compact" means the Walker River Paiute Tribe-State of Nevada Gaming Compact.

9. The term "gaming" means Class III gaming activities which are authorized under this Compact.

10. The terms "gaming device" or "gaming devices" has the same meaning as defined by Nev. Rev. Stat. § 463.0155 but does not include devices used in Class I Gaming or Class II Gaming.

11. The term "license" or "licensed" means an approval issued by the Nevada Gaming Commission.

12. The term "operator of a slot route" means a person licensed by the State of Nevada, who under any agreement whereby consideration is paid or payable for the right to place slot machines, engages in the business of placing and operating . . . .

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slot machines upon the business premisses of others at three or more locations.

13. The term "premise" means any structure or facility located on the reservation that is clearly defined by permanently installed walls that extend from floor to ceiling and that has a public external entrance, leading to a street or other area, which entrance is not shared by another premise.

14. The term "regulate" means the power to control through statute, ordinance, administrative rule, guideline, or administrative procedure and/or to license and impose taxes, fees, assessments and penalties insofar as is consistent with IGRA.

15. The term "Reservation" means all lands within the exterior boundaries of the Walker River Paiute Tribal lands as illustrated in the map of the Reservation attached as Appendix B, and any additional lands made part of the Reservation in the future, so long as such lands are contiguous to the Reservation lands identified in Appendix B. In addition to Reservation lands identified in Appendix B, the term "Reservation" also includes any lands acquired by the Secretary of Interior, in trust for the benefit of the Tribe, but only if the Governor of the State of Nevada concurs that gaming activity may be conducted on such newly acquired lands pursuant to 25 U.S.C. § 2719.

16. The term "slot machine" means any mechanical, electrical, electromechanical, electronic, or other device, contrivance or machine which, upon insertion of a coin, token, or similar object, or upon payment of any consideration, is

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available to play or operate, the play or operation of which, whether by reason of the skill of the operator in playing a gambling game which is presented for play by machine or application of the element of chance, or both, may deliver or entitle the person playing or operating the machine to receive cash, remiums, merchandise, tokens or anything of value, whether the payoff is made automatically from the machines or in any other manner. "Slot machine" specifically includes video facsimiles of any game of chance authorized under Nev. Rev. Stat. § 463.0152. In addition, if at any time the State broadens its definition of "slot machine" to include additional devices, then such devices shall also be "slot machines" within the meaning of this Compact.

17. The term "State" means the State of Nevada and its authorized officials, agents and representatives.

18. The term "Tribe" means the Walker River Paiute Tribe, including any agency, organization, subdivision, or corporate entity of the Tribe.

ARTICLE I. AUTHORIZED CLASS III GAMING

1. Scope of Gaming. Subject to the terms and conditions of this Compact, the Tribe is authorized to engage in the following Class III gaming activities:

a. Slots Only. The Tribe is authorized to have no more than 15 slot machines at any premise located within the boundaries of the reservation. The Tribe agrees that any slot machines placed on the reservation will be placed pursuant to a contract with an operator of a slot route and further agrees

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that under such contract, all compensation will be on a flat fee basis.

2. Gaming Devices.

a. The Tribe agrees that all gaming devices exposed for play shall be approved by the State and will meet all standards established by the State for non-Tribal gaming, including but not limited to, the hold percentages on slot machines.

b. The Tribe further agrees that all associated equipment utilized by the Tribe in conjunction with the slot machine operations shall be approved by the State and will meet the standards established by the State.

3. Gaming Device and Associated Equipment Inspections.

a. The agents or employees of the State are hereby given the authority to enter any gaming premises within the reservation for random inspection of the gaming operation including the gaming devices and associated equipment. The Tribe agrees not to restrict access by such employees and that prior notice of intent to inspect is not required.

ARTICLE II. JURISDICTION

1. Tribal Jurisdiction. The Tribe shall have jurisdiction, subject to any jurisdiction the United States may concurrently exercise, and subject to the provisions contained in this compact to prosecute gaming crimes which occur on the reservation. Prosecution for violations of any gaming code or

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violations of federal laws pertaining to gambling on Indian Reservations or Indian Lands or other gaming crimes or other criminal conduct shall be pursued in Tribal or federal court, whichever is the appropriate forum. In the case of non-Indian violators, the Tribe shall either take civil action to stop the violation or request the United States Attorney to take criminal action against the violator in federal court. In the event the United States declines prosecution, the State may prosecute any non-Indians for violations of State gaming law, which shall include, without limitation, violations under Chapters 462 through 465 and Section 205.060 of the Nevada Revised Statutes.

2. State Jurisdiction. The parties agree that the State shall have jurisdiction over and the power to regulate the operator of the slot route in the same manner as it would if the slot operation was not located on the reservation.

a. The operator of the slot route shall follow the normal State application and approval process for a restricted license to place machines on the reservation.

b. The Tribe agrees not to allow the placement of gaming devices on the reservation until the Nevada Gaming Commission has granted a license to the operator of the slot route for the reservation facility.

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ARTICLE III. COMPENSATION FOR STATE SERVICES

1. As compensation to the State for the costs of regulating the slot route operation, the parties to this compact agree that the slot route operator will pay:

a. All investigative and application fees; and

b. An amount equal to the normal fees and taxes as would be applicable to such a slot operation on non-reservation land.

ARTICLE IV NON-DISCRIMINATION

1. Nothing in this compact is intended to require the State in carrying out its authorities under this compact to apply a different or more stringent standard to gaming facilities located on the reservation as compared with non-Tribal gaming facilities licensed by the State.

ARTICLE V. MISCELLANEOUS PROVISIONS

1. Minors. The Tribe agrees to prohibit any person under the age of 21 years from engaging either directly or indirectly in any wager or gaming activity, or loitering in or about the gaming premises.

2. Class I and Class II Gaming. This Compact shall not apply to any Class I or Class II Gaming within the Reservation and shall not confer upon the State any jurisdiction or any authority over such Class I or Class II Gaming conducted by the Tribe on Reservation lands. This Compact in no way restricts the Tribe from operating a Class II Gaming facility at its Tribal gaming facilities.

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ARTICLE VI. TERM

This Agreement shall take effect upon approval by the Secretary of the Interior (or his designee) and shall remain in effect for a period of four (4) years from commencement of gaming operations or until modified or terminated by mutual agreement. The State and Tribe may mutually agree to extend the term of this agreement, such agreement to extend the term of this Agreement shall not be an amendment requiring federal approval.

ARTICLE VII. DEFAULT AND TERMINATION

1. Default. In the event of substantial and continuing failure by one of the parties in the performance of its obligations under this Compact, the party alleging the default shall notify in writing the other party of such alleged default and demand a correction of such default within sixty (60) days after receipt of such written notice. It shall be the responsibility of the Tribe to notify any third parties that are involved in the reservation gaming operation, of any notices, complaints or problems of which the State has notified the Tribe. If the party in default shall fail to remedy such default within sixty (60) days, the parties shall meet within thirty (30) days thereafter in an effort to resolve any dispute regarding the alleged default. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after meeting, either party may pursue any lawful remedy available, including, if the circumstances are such, an action pursuant to 25 U.S.C. § 2710(d)(7)(A). The parties consent to the jurisdiction of any court of competent jurisdiction to

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resolve disputes arising under this Compact. Nothing in this subsection shall preclude, limit or restrict the ability of the parties to pursue, by mutual written agreement, alternative methods of dispute resolution including but not limited to, mediation or arbitration.

2. The parties may jointly terminate this Compact by written instrument signed by both parties.

ARTICLE VIII. AMENDMENTS

This Compact may be amended only with the consent of both parties and only by written instrument signed by both parties. If applicable law is amended in a substantial way affecting the provisions contained in this Compact, the parties agree to negotiate in good faith to amend this Compact so as to achieve the objectives provided for and to ensure compliance with all applicable laws.

ARTICLE IX. SEVERABILITY

Each provision, section, and subsection of this Compact shall stand separate and independent of every other provision, section or subsection. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this Compact to be invalid, the remaining provisions, sections, and subsection of the Compact shall remain in full force and effect.

ARTICLE X. NOTICES

All notices, payments, requests, reports, information or demands shall be personally delivered, or sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party

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at its address appearing below or such other address as a party shall hereafter inform the other party hereto by written notice.

To the Tribe:
Tribal Chairman
Raymond Hoferer
Walker River Paiute Tribe
P.O. Box 220
Schurz, Nevada 89427

To the State:
Chairman
State Gaming Control Board
1150 E. William Street
Carson City, Nevada 89710

With a copy to:
Chief Deputy Attorney General
Attorney General's Office, Gaming Division
1000 East William Street, Suite 209
Carson City, Nevada 89710

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IN WITNESS WHEREOF, the parties hereto have caused this Tribal-State gaming compact to be duly executed. The execution of this Agreement shall be the last date of signature by either party below and shall become effective upon approval of the Secretary of Interior or his designee.

WALKER RIVER PAIUTE TRIBE

Raymond A. Hoferer

RAYMOND HOFERER, Chairman — DATED: 2/21/96

STATE OF NEVADA

BOB MILLER, Governor — DATED: _____

STATE OF NEVADA

WILLIAM A. BIBLE, Chairman
State Gaming Control Board — DATED: 3/25/96

FRANKIE SUE DEL PAPA
Nevada Attorney General

A. SCOTT BODEAU
Chief Deputy Attorney General
Gaming Division — DATED: 2-29-96

ASSISTANT SECRETARY - INDIAN AFFAIRS

ADA E. DEER — DATED: 7-26-96

State of Nevada
County of Carson

Signed and sworn to before me on this 29th day of February, 1996,
by A. Scott Bodeau

Melissa Mendoza

MELISSA MENDOZA
NOTARY PUBLIC - NEVADA
Appt. Recorded in CARSON CITY
No. 98-0327-3 My Appt. Exp. Jan. 10, 2000

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Walker River Paiute Tribe

P.O. Box 220 • Schurz, Nevada 89427
Phone: (702) 773-2306
FAX: (702) 773-2585

RESOLUTION OF THE GOVERNING BODY
OF THE
WALKER RIVER PAIUTE TRIBE

RESOLUTION NO. 08-96

BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE WALKER RIVER PAIUTE TRIBE THAT:

WHEREAS, the Walker River Paiute Tribe of Nevada is organized pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the Walker River Paiute Tribal Council is the legal governing body of the Walker River Paiute Tribe organized according to the Constitution and By-Laws of the Indian Tribe; and

WHEREAS, the Tribal Council is empowered to enter into contracts and agreements with federal, state and local governments in Article VI, Section 1 (f), of its Constitution; and

WHEREAS, the Tribal Council has determined that it is in the best interest of the Tribe to negotiate an Intergovernmental Agreement with the State of Nevada transferring jurisdiction to license and to regulate Gaming on the Walker River Paiute Tribe Indian Reservation from the Tribe to the State; and

WHEREAS, the Walker River Paiute Tribal Council finds that the economic well being of the Tribal members can best be served by authorizing casino type gaming on the Nevada portion of the Reservation under the terms and conditions set forth in the Intergovernmental Agreement,

NOW THEREFORE BE IT RESOLVED, that the Walker River Paiute Tribal Council has negotiated with the State of Nevada through the Nevada Gaming Commission and the State Gaming Control Board, an Intergovernmental Agreement which calls for the Tribe to transfer its jurisdiction with the approval of the Secretary of the Interior to license and regulate gaming on the Walker River Paiute Indian Reservation and such other criminal jurisdiction that may be necessary to enforce the licensing and gaming regulations; and

BE IT FURTHER RESOLVED, that this Intergovernmental Agreement shall become effective upon the enactment of federal legislation authorizing such transfer of jurisdiction and the approval of the Secretary of the Interior by publishing this agreement in the Federal Register; and

Appendix A

BE IT FUTHER RESOLVED, that the Tribal Chairman and the Secretary of the Walker River Tribal Council are hereby authorized to sign this Intergovernmental Agreement and charged with getting the appropriate signatures of the State of Nevada and the Secretary of the Interior approving this Agreement.

C E R T I F I C A T I O N

We, the undersigned, as the Chairman and the Secretary of Walker River Tribal Council, do hereby certify that the Walker River Tribal Council is composed of seven (7) members of whom four (4) constituting a quorum were polled on this 18th day of MARCH, 1996, and that the foregoing Resolution was adopted by the affirmative vote of 4 members.

WALKER RIVER TRIBAL COUNCIL

Vice Chairman Harold Miller

03-18-96

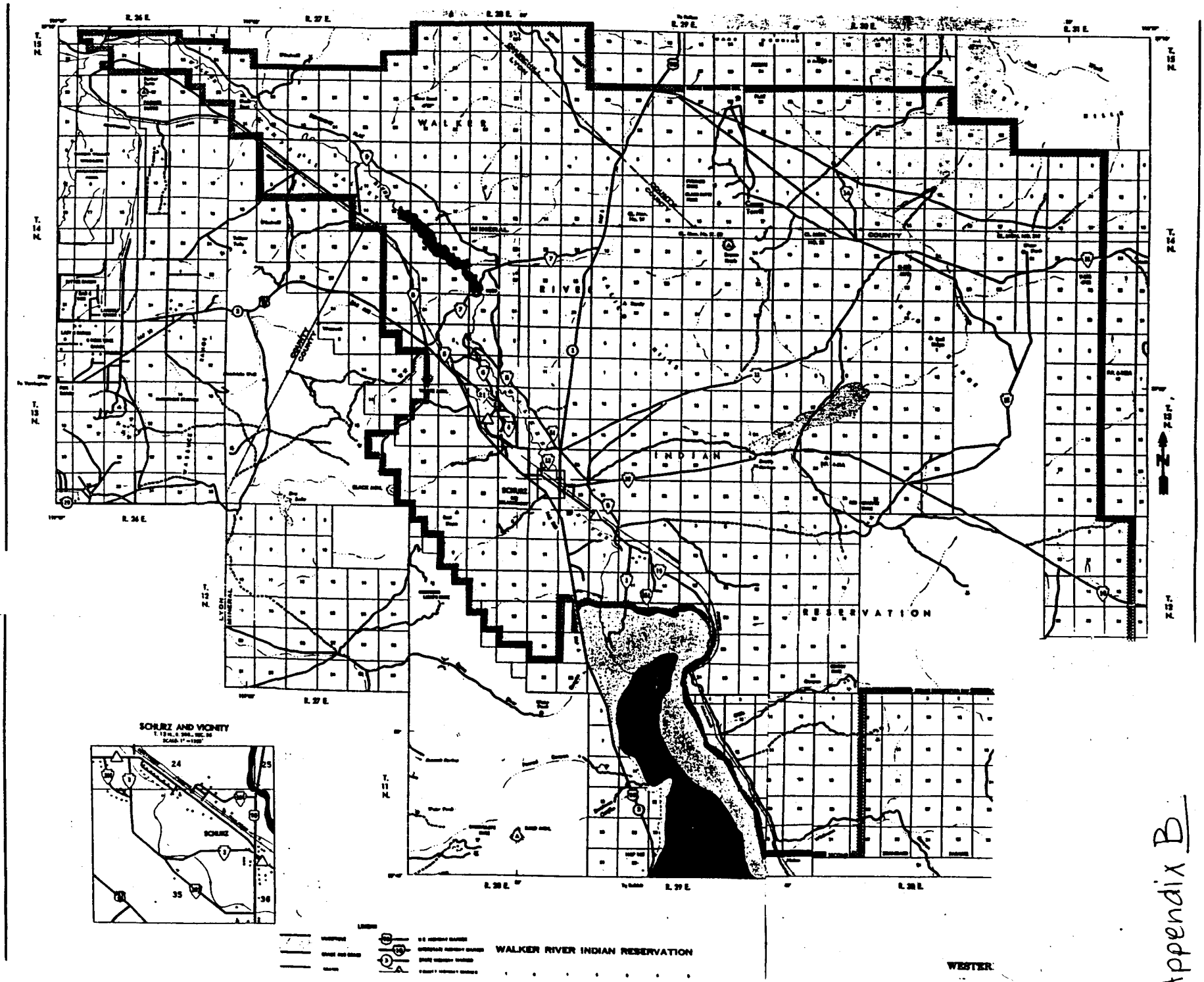
Raymond Hoferer, Chairman

Patricia Hicks

Patricia Hicks, Secretary

03-16-96
date

Raymond Hoferer, Chairman	Date
Harold Miller Harold Miller, Vice-Chairman	3-18-96 Date
Patricia Hicks Patricia Hicks, Secretary	3-18-96 Date
Ben Leyva Ben Leyva, Treasurer	3-18-96 Date
Lou Lockwood, Sr.	3-18-96 Date
Genia Frank	Date
Norma Lessard	Date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RIVER
INDIAN
RESERVATION
SCHURZ AND VICINITY
SCHURZ
WALKER RIVER INDIAN RESERVATION
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Appendix B