United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

SEP 0 9 1994

Honorable Alfreda L. Mitre
Tribal Chairperson
Las Vegas Paiute Tribe
Number One Paiute Drive
Las Vegas, Nevada 89106-3261

Dear Chairperson Mitre:

On July 25, 1994, we received the Compact between the Las Vegas Paiute Tribe (Tribe) and the State of Nevada (State), dated June 7, 1994. We have completed our review of this Compact and conclude that it does not violate the IGRA, Federal law or our trust responsibilities. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the Compact. The Compact shall take effect when notice of our approval is published in the FEDERAL REGISTER pursuant to 25 U.S.C. § 2710(d)(3)(B).

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). On July 8, 1992, the NIGC published in the FEDERAL REGISTER proposed regulations to govern approval of Class II and Class III gaming ordinances. The final regulations were published in the FEDERAL REGISTER on January 22, 1993 (58 Fed. Reg. 5802), and became effective on February 22, 1993. Under the statute and 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.

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
Office of the Governor
State Capitol
Carson City, Nevada 89710

cc: Phoenix Area Director w/copy of approved Compact
Supt. Southern Paiute Field Station w/copy of approved Compact
National Indian Gaming Commission w/copy of approved Compact
Phoenix Area Field Solicitor w/copy of approved Compact
Phoenix United States Attorney w/copy of approved Compact

bcc: Secy Surname, Secy RF(2), SOL-IA, 101-A, Bureau RF,
Surname, Chron, Hold
BIA:PHart:trw:219-4068:9/7/94 a:lvpaiute.ltr

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. § 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), the Secretary of the Interior shall publish, in the Federal Register, notice of approved Tribal-State Compacts for the purpose of engaging in Class III (casino) gaming on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, has approved the Las Vegas Paiute Tribe and the State of Nevada Gaming Compact, which was executed on June 7, 1994.

DATES: This action is effective September 21, 1994.

FOR FURTHER INFORMATION CONTACT: Larry Scrivner, Acting Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4068.

Dated: September 9, 1994.

Ada E. Deer,

Assistant Secretary—Indian Affairs.

[FR Doc. 94–23272 Filed 9–20–94; 8:45 am]

BILLING CODE 4310–02–U

TRIBAL/STATE GAMING COMPACT

A. AUTHORITY

This Compact is made by and between the LAS VEGAS PAIUTE TRIBE ("Tribe") and the STATE OF NEVADA ("Nevada"), on this 7th day of June, 1994, 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 to enter into this Compact (hereafter referred to as the "Compact") under Article VII, Section 1(c) of its Constitution and By-laws and by authority of Resolution 94-016 of the Las Vegas Paiute Tribal Council. The State is authorized to enter into this Compact by section 11(d)(3)(b) of IGRA and the provisions of Nevada Revised Statutes §§ 277.080 to 277.170.

B. PURPOSE

It is the purpose of this Compact 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, self-sufficiency, and strong tribal government by dedicating the taxes upon and the net revenues from such gaming activities to the public purposes of the Tribe.

C. RECITALS

1. Whereas, Nevada and the Tribe have a history of cooperation on a government-to-government basis, including the negotiation and execution of inter-governmental agreements on the subjects of tribal tobacco excise taxes, tribal sales taxes, and the construction of a major arterial interchange on U.S. Highway 95 across tribal lands.

2. Whereas, the Tribe is preparing to authorize the conduct of Class II and Class III gaming on its Reservation. The Tribe recognizes that:

a) gaming is one of the primary economic enterprises in the State of Nevada,

b) it is essential to the continued health of the gaming industry in the State of Nevada, and to the success of gaming on the Reservation, that all gaming is conducted, and is perceived to be conducted, in accordance with the highest standards of honesty and integrity and free from criminal and corruptive elements,

c) Nevada, through the Nevada Gaming Commission and State Gaming Control Board, has developed the most

comprehensive and professional gaming regulatory structure in the nation, and

d) the interests of both the Tribe and Nevada are best advanced by having the Gaming Laws and Regulations of Nevada apply to all Class II and Class III gaming conducted on the Reservation, and by the Nevada Gaming Control Board and Nevada Gaming Commission having the responsibility to investigate, license, and regulate all gaming on the Reservation, whether Class II or Class III.

3. Whereas, Nevada recognizes that:

a) the Tribe has primary jurisdiction to regulate all conduct on the Reservation; and

b) the application of Nevada Gaming Law and the regulation of gaming on the Reservation by the Nevada Gaming Commission and State Gaming Control Board would advance the interests of Nevada, the Tribe and the gaming industry in the State of Nevada through the application of uniform rules and uniform regulation within the State and within the Reservation and the maintenance of public confidence and trust that gaming within the boundaries of Nevada is conducted in accordance with the highest standards of honesty and integrity and free from criminal and corruptive elements.

4. Whereas, the Tribe is willing to allow all Nevada laws relating specifically to gaming (other than with respect to (a) taxation, or (b) regulation, licensing or taxation of gaming by counties, cities, or other local units of government) to be applied to Class II and Class III gaming on the Reservation and to vest in the Nevada Gaming Commission and State Gaming Control Board the authority to license and regulate (but not to tax) all such gaming on the Reservation.

5. Whereas, the Nevada Interlocal Cooperation Act, N.R.S. §§ 277.080 through 277.180, provides that any public agency of Nevada may enter into an agreement with any Indian tribe for joint or cooperative action in the exercise of any power, privilege, or authority, including law enforcement, exercised by such public agencies of Nevada or Indian tribe, subject to the ratification by the governing bodies of the participating public agencies and such Indian tribe. The Nevada Gaming Commission, the State Gaming Control Board and the Tribe are "public agencies" within the meaning of N.R.S. § 277.100, and the Nevada Gaming Commission and the State Gaming Control Board are entering into this Compact, on behalf of Nevada, under the authority of the Nevada Interlocal Cooperation Act.

6. Whereas, Nevada and the Tribe desire to set forth the terms and conditions for:

a) the application of Nevada laws relating specifically to gaming (other than with respect to taxation) to Class II and Class III gaming on the Reservation;

b) vesting in Nevada the authority to license and regulate all such gaming on the Reservation (other than with respect to (i) taxation, or (ii) regulation, licensing or taxation of gaming by counties, cities, or other local units of government); and

c) providing for the compensation to Nevada for the services provided by the Nevada Gaming Commission and State Gaming Control Board in licensing and regulating such gaming within the Reservation.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable considerations as hereinafter described, the parties hereto do promise, covenant, and agree as follows:

D. DEFINITIONS

For the purposes of this Compact, each of the following terms shall have the meaning specified below unless a different meaning clearly appears from the context.

1. The term "Gaming" shall mean all Class II and Class III gaming activities which are permitted under Nevada law.

2. The term "Gaming Laws" shall include:

a) The Regulations of the Nevada Gaming Commission,

b) Chapters 462, 463, 463A, 464, and 465 of the Nevada Revised Statutes, excluding the provisions thereof relating to (i) taxation or (ii) regulation, licensing or taxation of gaming by counties, cities, or other local units of government, and

c) Section 205.060 of the Nevada Revised Statutes, but only in conjunction with subsection (b) of this section,

as such laws and regulations now exist or as may hereafter be amended.

3. The term "Reservation" shall mean all lands now or hereafter held by the United States of America in trust for the Tribe.

4. The term "Secretary" shall mean the Secretary of the United States Department of the Interior or his duly authorized delegate.

E. JURISDICTION

1. All present and future civil and criminal laws of Nevada of general application relating specifically to the conduct of Gaming, except for tax laws, and all rules, regulations, and internal controls, of the Nevada Gaming Commission and State Gaming Control Board relating to the conduct of Gaming, are hereby made applicable to the conduct of Gaming on the Reservation.

2. Nevada, acting through the Nevada Gaming Commission and State Gaming Control Board and any future authorized gaming regulatory agency of Nevada, is hereby vested with the present and continuing right, power and authority to enforce all Gaming Laws with respect to the conduct of Gaming within the Reservation and to do any and all things which Nevada is or may become entitled to do under such Gaming Laws, including, without limiting the generality of the foregoing, the power and authority to investigate, license, audit, and regulate all individuals and entities seeking to or conducting Gaming within the Reservation pursuant to Nevada Gaming Laws and, in accordance with 18 U.S.C. 1166(d), to enforce the criminal laws of Nevada relating to gaming crimes and crimes against gaming licensees and the State of Nevada. Any enforcement actions under this Section 2 may be prosecuted by Nevada before administrative or judicial tribunals of the State of Nevada.

3. Nevada accepts the jurisdiction over Gaming on the Reservation as described in this Section E and agrees to investigate, license, audit, and regulate Gaming within the Reservation pursuant to the Gaming Laws, on the same basis, to the same degree, and on the same terms as it regulates similar gaming outside of the Reservation.

4. Nothing in this Compact shall be construed to (i) extend any licensing or regulatory authority of the County of Clark or the City of Las Vegas to the conduct of gaming on the Reservation, or (ii) alter or amend the legal or sovereign rights or relationships predating this Compact between the County of Clark, the City of Las Vegas, and the Tribe. The provisions of NRS §§ 463.192 and 463.194 shall not apply to gaming operated on the Reservation under this Compact.

5. Prior to operating gaming on the Reservation, the Tribe shall submit an application for a state gaming license on forms furnished by the State Gaming Control Board. Concurrent with submission of the application, the Tribe shall tender to the State the appropriate application fee. The investigation of the Tribe shall be limited, unless otherwise agreed between the Tribe and the State Gaming Control Board, to the Tribal Council and the suitability of the Reservation for the conduct of gaming. Upon any change in the Tribal Council, the Tribe shall submit, within thirty (30) days, an application for the new council member(s). Any costs associated with the investigation of the Tribe or its

council members shall be assessed against the fee designated in Section G of this Compact. Except as otherwise provided in the Gaming Laws, Nevada shall not seek to license individual members of the Las Vegas Paiute Tribe for receiving a share or percentage of revenues derived from the conduct of gaming on the Reservation.

6. The Tribe shall distribute and accept applications for work permits, on forms provided by the State Gaming Control Board, for all gaming employees and independent agents on the Reservation. Upon receipt of such work card applications, the Tribe shall forward such applications to the State Gaming Control Board which may object, deny, condition, or limit the permits in accordance with NRS §§ 463.335-.377 and Nevada Gaming Commission Regulation 4.175, as such laws and regulation now exist or as may hereafter be amended.

F. GAMING CONTROL BOARD PERSONNEL

For the sole and limited purpose of enforcing the Gaming Laws that are made applicable to Gaming on the Reservation by this Compact, the Tribe hereby authorizes law enforcement personnel of the State Gaming Control Board to enter the Reservation and exercise police powers in conjunction with licensed officers of the Law Enforcement Department of the Las Vegas Paiute Tribe. In the event that the services of uniformed police officers are required, Nevada shall utilize the services of the Las Vegas Paiute Law Enforcement Department.

Personnel of the State Gaming Control Board may enter the Reservation at any time, with or without notice to the Tribe, for the purpose of carrying out Nevada's investigation, licensing and regulatory duties under this Compact in the same manner as such duties are carried out elsewhere in the State.

G. COMPENSATION TO BE PAID TO NEVADA

As compensation to Nevada for the regulatory services provided by the Nevada Gaming Commission and State Gaming Control Board hereunder, the Tribe agrees to pay Nevada a fee of one percent (1%) of the gross revenue of the licensed gaming establishments located on the Reservation. All amounts payable to Nevada pursuant to this Section G shall be payable within 20 days after the close of each calendar quarter, in lawful money of the United States of America and in immediately available funds, to the State Gaming Control Board at 1150 E. William Street, Carson City, Nevada, 89710. If any payment required to be made herein becomes due and payable on a Saturday, Sunday, federal, or Nevada state holiday, the due date thereof shall be extended to the next succeeding business day.

H. TAXATION OF GAMING BY THE TRIBE

Nevada shall have no jurisdiction to tax the conduct of Gaming on the Reservation or to impose license fees on licensees of Gaming establishments on the Reservation. The Tribe shall adopt and impose a system of taxation and licensing fees with respect to the conduct of Gaming on the Reservation that is at least as stringent as the system of taxation and licensing fees adopted by Nevada and imposed upon gaming licensees pursuant to the Gaming Laws.

This Section does not prevent Nevada from imposing application, investigation and similar fees relating to licensing on license applicants for Gaming establishments on the Reservation to the same extent, and on an equal basis, as it imposes such fees on license applicants elsewhere in the State.

I. FURTHER ASSURANCES

Nevada and the Tribe shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Compact.

J. NOTICES

The Tribe may display a sign containing the following language at all public entrances to the Tribe's gaming facilities:

> THE LICENSING AND REGULATION OF THE GAMING ACTIVITIES WITHIN THIS FACILITY ARE UNDER THE JURISDICTION OF THE STATE GAMING CONTROL BOARD AND NEVADA GAMING COMMISSION AND ARE REGULATED IN THE SAME MANNER AS OTHER LICENSED GAMING ESTABLISHMENTS WITHIN NEVADA.

K. GENERAL PROVISIONS

1. Notices. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which 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 facsimile transmission, telegram or first-class mail, postage prepaid, and sent to the other party at its address appearing below or such other address as any party shall hereafter inform the other party hereto by written notice given as aforesaid:

If to Nevada: Chairman, State Gaming Control Board
1150 E. William Street
Carson City, Nevada 89710
Fax: (702) 687-5817

- with a copy to -

Chief Deputy Attorney General
Gaming Division
1150 E. William Street
Carson City, Nevada 89710
Fax: (702) 687-5817

If to the Tribe:

Tribal Chairperson
Las Vegas Paiute Tribe
Number One Paiute Drive
Las Vegas, Nevada 89106
Fax: (702) 383-4019

Notices, payments, requests, reports, information or demands 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.

2. Modification in Writing. 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 hereof may be changed, waived, discharged or terminated orally, other than by an instrument in writing adopted and approved in accordance with IGRA, the Nevada Interlocal Cooperation Act, and the law of the Tribe. In the event that the parties enter into negotiations regarding written amendments hereto, this Compact shall remain in effect until such written amendments are executed by the parties and approved by the Secretary.

3. Counterparts. This Compact may be executed by the parties hereto in any number of counterparts with the same effect as if the signatures hereto were upon the same instrument. All such counterparts shall together constitute one and the same document.

4. Assignment of Compact By Nevada or the Tribe. Neither Nevada nor the Tribe may assign any of its respective rights, powers, responsibilities or interests in or under this Compact, nor may Nevada or the Tribe delegate any of its respective obligations and duties under this Compact, without the prior written consent of the other. Any attempted assignment or delegation in contravention of the foregoing shall be null and void.

5. Severability. In the event that any of the provisions of this Compact are found to be invalid or unenforceable by any court of competent jurisdiction, such unenforceable provision(s) shall be deemed severed from the remainder of this Compact and shall not

cause the invalidity or unenforceability of the remainder of the Compact. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. No Joint Enterprise. By the execution and performance hereof, no relationship of partnership, joint venture or other joint enterprise shall be deemed to be now or hereafter created between Nevada and the Tribe.

7. Headings. The headings to the sections of this Compact are solely for the convenience of the parties hereto and shall have no effect on the interpretation or the enforcement hereof.

8. Training of Tribal Gaming Personnel. In order more fully to effect the purposes and intent of this Compact, and in order to further the cooperative relationship between Nevada and the Tribe, the State Gaming Control Board shall notify the Tribe of, and make available to agents of the Tribe, all training programs and classes of the Enforcement Division Training Academy. The costs for participation of Tribal agents in any such training shall be borne by the Tribe.

9. Effective Date and Term. In accordance with Section 11(d)(3)(B) of IGRA, this Compact shall be effective when notice of the approval of this Compact by the Secretary is published in the Federal Register. This Compact shall terminate only by written agreement by the parties hereto or on the date that all Gaming ceases to operate within the Reservation.

10. Governing Law; Forum. This Compact is, in all respects, to be governed by IGRA and the laws of the State of Nevada, and if any action is taken to enforce the terms of this Compact, such action shall be commenced and maintained in the United States District Court, District of Nevada.

IN WITNESS WHEREOF the parties hereto have caused this Compact to be executed as of the day and year first above written.

THE STATE OF NEVADA

By: _____
Bob Miller, Governor

THE STATE OF NEVADA

By: _____
William A. Bible, Chairman
State Gaming Control Board

By: _____
A. Scott Bodeau
Chief Deputy Attorney General

LAS VEGAS PAIUTE TRIBE

By: _____
Kenny A. Anderson, Chairman

Approved this 9th day of September, 1994:

_____
Ada E. Deer
Assistant Secretary - Indian Affairs

Filed in my office pursuant to
N.R.S. § 277.140 this _____ day of _____, 1994:

_____
Cheryl Lau, Secretary of State
Of the State of Nevada