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) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority has approved the Southern Ute Indian Tribe—State of Colorado Gaming Compact, which was enacted on August 11, 1992.

DATES: This action is effective on October 8, 1992.

ADDRESSES: Office of Tribal Services, Bureau of Indian Affairs, Department of the Interior, MS/MIB 4603, 1849 "C" Street, NW., Washington, DC 20240.

FOR FURTHER INFORMATION CONTACT: Hilda Manuel, Chief, Division of Tribal Government Services, Bureau of Indian Affairs, Washington, DC 20240, (202) 208-7446.

Dated: October 1, 1992.

William D. Bettenberg,

Acting Assistant Secretary—Indian Affairs.

[FR Doc. 92-24435 Filed 10-7-92; 8:45 am]

BILLING CODE 4310-02-M

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

OCT 01 1992

Honorable Leonard C. Burch
Chairman, Southern Ute Indian Tribe
P.O. Box 737
Ignacio, Colorado 81137

Dear Chairman Burch:

On August 17, 1992, we received the Southern Ute Indian Tribe - State of Colorado Gaming Compact.

We have undertaken a substantive review of the Compact and the accompanying Appendices to insure compliance with the Indian Gaming Regulatory Act (IGRA) and conclude that it is in conformance with the IGRA. 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, pursuant to Section 11(d)(3)(B) of the IGRA, is published in the FEDERAL REGISTER.

Please be advised that although we have approved the Gaming Code as required by Article VII, Section 1 (e) & (k) of the Constitution of the Southern Ute Indian Tribe, the Code will have to be reviewed and approved by the Chairman of the National Indian Gaming Commission (NIGC) in the near future. On July 8, 1992, the NIGC's proposed regulations to govern the approval of Class II and Class III gaming ordinances were published in the FEDERAL REGISTER. Once the regulations become final and are in effect, we expect the NIGC will request submission of existing ordinances for review and approval in accordance with the standards contained in the final regulations. It may be useful for the Tribe to review the proposed regulations to insure that the Tribe's Code(s) are consistent with or do not otherwise conflict with NIGC requirements.

We wish the Tribe and the State success in this economic partnership.

Sincerely,

William D. Bettenberg

Acting Assistant Secretary - Indian Affairs

Enclosures

Identical Letter to: Honorable Roy Romer
Governor of Colorado
State Capitol
Denver, Colorado 80202

cc: Albuquerque Area Director w/copy of approved compact
Supt., Southern Ute Agency w/copy of approved compact
National Indian Gaming Commission w/copy of approved compact
Penny Coleman, SOL
Santa Fe Field Solicitor w/copy of approved compact
Colorado United States Attorney w/copy of approved compact

THE SOUTHERN UTE INDIAN TRIBE - STATE OF COLORADO

GAMING COMPACT

Resolution No. 92-128

RESOLUTION
OF THE
COUNCIL OF THE SOUTHERN UTE INDIAN TRIBE

August 11, 1992

WHEREAS, authority is vested in the Southern Ute Indian Tribal Council by the Constitution adopted by the Southern Ute Indian Tribe and approved November 4, 1936, and amended October 1, 1975, to act for the Southern Ute Indian Tribe; and

WHEREAS, pursuant to said authority, the Tribal Council has negotiated with the State of Colorado, pursuant to the Indian Gaming Regulatory Act, Pub.L. 100-497, codified at 25 U.S.C. §§2701-2721 (1988) and 18 U.S.C. §§1166-1168 (1988) ("the Act"), a tribal-state Gaming Compact to govern the conduct of certain gaming activities on land within the Southern Ute Indian Reservation; and

WHEREAS, Appendix B of said Gaming Compact is the Southern Ute Indian Tribe Gaming Code; and

WHEREAS, the Tribal Council desires to enter into said Compact; and

WHEREAS, pursuant to the Act, said Compact is subject to approval by the Secretary of the Interior.

NOW, THEREFORE, BE IT RESOLVED that the Southern Ute Indian Tribe hereby approves the Southern Ute Indian Tribe - State of Colorado Gaming Compact, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Southern Ute Indian Tribe hereby approves said Southern Ute Indian Tribe Gaming Code.

BE IT FURTHER RESOLVED that the Chairman of the Southern Ute Indian Tribal Council is authorized to sign the Compact and to execute any additional documents that may be needed to carry out the purpose of this Resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution and the attachments be submitted expeditiously to the Bureau of Indian Affairs for prompt review and approval.

This Resolution was duly adopted on the 11th day of August, 1992

Leonard C. Burch, Chairman
Southern Ute Indian Tribal Council

CERTIFICATION

This is to certify that there were 6 of the regularly elected Southern Ute Indian Tribal Council members present at the above meeting, at which 5 voted for and 0 against, it being a quorum and the above Resolution was passed, the Chairman not being permitted to vote in this instance due to a Constitutional provision.

Edna Frost, Secretary
Southern Ute Indian Tribal Council

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THE SOUTHERN UTE INDIAN TRIBE - STATE OF COLORADO GAMING COMPACT

THIS SOUTHERN UTE INDIAN TRIBE - STATE OF COLORADO GAMING COMPACT is made and entered into this _____ day of _____, 1992, by and between the SOUTHERN UTE INDIAN TRIBE and the STATE OF COLORADO pursuant to the Indian Gaming Regulatory Act, Pub.L. 100-497, codified at 25 U.S.C. §§2701-2721 (1988) and 18 U.S.C. §§1166-1168 (1988) ("the Act").

SECTION 1. DECLARATION OF POLICY AND PURPOSE. The Act provides that the conduct of Class III Gaming on Indian lands is to be governed by a tribal-state compact that is agreed upon through negotiations by the parties. The federal policy regarding gaming on Indian lands is set forth in the Act.

The purpose of this Compact is to establish the terms governing the conduct of Class III Gaming on the Southern Ute Indian Reservation.

SECTION 2. DEFINITIONS. For purposes of this Compact:

(a) "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. §2701 et seq.

(b) "Class III Gaming" means the same as the term is defined in the Act.

(c) "Class III Gaming Activity" or "Class III Game" means those gaming activities which are included within the definition of Class III Gaming.

(d) "Compact" means this Southern Ute Indian Tribe - State of Colorado Gaming Compact.

(e) "Explicitly Authorized" means, with respect to gaming activities and bet amounts, those gaming activities and bet amounts that are identical to the activities and bet amounts that are authorized in the State of Colorado.

(f) "Gaming Device" or "Gaming Equipment" means any equipment or mechanical, electromechanical, or electronic contrivance, component, or machine used remotely or directly in connection with gaming or any game. The term includes a system for processing information which can alter the normal criteria of random selection which affects the operation of any game, or which determines the outcome of a game. The term includes a slot machine, poker table, blackjack table, and the cards used to play poker and blackjack.

(g) "Gaming Employee" means any person employed by the Tribe or other owner of a Gaming Operation or Gaming Facility on the Reservation to work directly with gaming, which person shall be twenty-one years of age or older. Persons deemed to be gaming employees shall include, but shall not be limited to, the following: dealers; change and counting room personnel; cashiers; floormen; cage personnel; slot machine repairmen or mechanics; persons who accept or transport revenue from a slot, blackjack or poker table drop or dropbox; security personnel; shift or pit bosses; shills; floor managers; supervisors; slot machine and slot booth personnel; any person involved in the handling, counting, collecting, or exchanging of money, property, checks, credit or any representative of value, including any coin, token, chip, cash premium, merchandise, redeemable game credits, or any other thing of value or payoff from any game, any gaming, or any gaming device; and such other persons as the Tribal Gaming Agency shall by rule or regulation determine.

(h) "Gaming Facility" means the buildings, rooms or areas in which Tribal Gaming is conducted.

(i) "Gaming Operation" means any enterprise operated on the Reservation for the conduct of any form of Tribal Gaming.

(j) "Gaming Services" means the providing of any goods or services to be used directly in connection with the operation of Tribal Gaming, including equipment, maintenance or security services.

(k) "Gaming Station" means an individual gaming table.

(l) "Licensee" means any person licensed under this Compact.

(m) "Local Law Enforcement Agency" means any federal, state or local law enforcement agency in the immediate vicinity of the Gaming Operation and which has jurisdiction to enforce federal, local or state laws within the Reservation, or are subject to the terms of a cross-deputization agreement.

(n) "Management Company" means any person that has entered into, or proposes to enter into, a management contract with the Tribe for the operation and management of some or all Tribal Gaming.

(o) "Net Revenues" means the same as the term is defined in the Act.

(p) "Non-Gaming Services" means the providing of any goods or services that are not to be used directly in connection with the operation of Tribal Gaming.

(q) "Party" or "parties" means the Southern Ute Indian Tribe or the State.

(r) "Person" means an individual, partnership, business trust, government or governmental subdivision or agency, estate, association, trust, for profit corporation, nonprofit corporation, organization, or any

other legal entity or a manager, agent, servant, officer or employee thereof.

(s) "Principal" means with respect to any Gaming Operation: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief-operating-officer, or general manager; (iii) each of its owners or partners if an unincorporated business; (iv) each of its shareholders who owns five percent or more of the shares of the corporation if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting five percent or more of the total financing of the enterprise.

(t) "Reservation" means the "Indian lands," as that term is defined in the Act, of the Southern Ute Indian Tribe within the State of Colorado. Attached hereto as Appendix A is a Map of the Southern Ute Indian Reservation. The boundaries of the Southern Ute Indian Reservation, as shown on the Map attached as Appendix A, are defined at Public Law 98-290.

(u) "Secretary" means the Secretary of the United States Department of the Interior or his authorized representative.

(v) "State" means the State of Colorado, its authorized officials, agents and representatives.

(w) "State Gaming Agency" means the Colorado Limited Gaming Control Commission and the Colorado Division of Gaming or their successor agencies.

(x) "Tribal Gaming" means any gaming that is conducted on the Reservation pursuant to this Compact.

(y) "Tribal Gaming Agency" means the Southern Ute Indian Tribal Gaming Committee or its agents or such other agency of the Tribe as the Tribe may from time to time designate by written notice to the State as the single tribal agency responsible for regulatory oversight of Tribal Gaming.

(z) "Tribal Gaming License" means any license or licenses issued by the Tribe in accordance with this Compact, or in accordance with other lawful gaming activities for which a license to be issued by the Tribe is required.

(aa) "Tribal Law Enforcement Agency" means the police force of the Southern Ute Indian Tribe established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Reservation.

(bb) "Tribe" means the Southern Ute Indian Tribe, its authorized officials, agents and representatives.

(cc) "Tribe's Building Official" means the person designated by the Tribe enforce the Tribe's building ordinances.

(dd) "Tribe's Fire Official" means the person designated by the Tribe to enforce the Tribe's fire safety ordinances.

SECTION 3. NATURE AND SCOPE OF CLASS III GAMING.

(a) Types of Games and Wagering Limitations. Subject to Section 11, the Tribe may conduct any or all Class III Games that are Explicitly Authorized by the laws of the State, each game having a maximum single bet as Explicitly Authorized by State law. For purposes of this Section, Class III Games that are Explicitly Authorized by the State include slot machines, the card game of blackjack, racing, off-track betting, keno and lottery, as well as any and all Class III Games that,

subsequent to the effective date of this Compact, are Explicitly Authorized by the laws of the State. Notwithstanding any of the above provisions, prior to engaging in racing, off-track betting or lottery, the Tribe and the State shall negotiate amendment to this Compact as provided in Section 15(d) (Amendment) of this Compact.

(b) Operation as Part of a Network. At the option of the Tribe, Tribal Gaming may be conducted as part of a network with gaming on the Ute Mountain Ute Indian Reservation with an aggregate prize or prizes; provided that an electronic game of chance capable of bidirectional communication with external associated equipment must utilize communication protocol which insures that erroneous data or signals will not adversely affect the operation of the game, and that the State Gaming Agency shall test and verify the operations of said network pursuant to mutually agreed upon standards to be set forth in Appendix B attached hereto.

(c) Authorized Gaming Facilities. The Tribe may establish one or more Gaming Facilities on the Reservation. Any person holding a Tribal Gaming License to own a Gaming Operation or Gaming Facility may, pursuant to the terms of the Tribal Gaming License, establish one or more Gaming Facilities on the Reservation.

(d) Forms of Payment. All payment for wagers made in Tribal Gaming, including the purchase of chips and tokens, for use in wagering, shall be made by cash, check or traveler's check. The Gaming Operation shall not extend credit.

(e) Gaming Facility Safety Conditions. Gaming Facilities shall meet safety standards and conditions for the protection of life and property as determined by the Tribe's Fire Official and the Tribe's Building

Official. In making such determinations, the following codes are hereby adopted by the Tribe as minimum safety standards for Gaming Facilities:

(i) The Uniform Building Code, 1988 edition; and

(ii) The Uniform Fire Code, 1988 edition; or

(iii) Later official editions of the above Codes that may be adopted by the Tribal Council.

(f) Size of Gaming Facility. The size of Gaming Facilities shall be determined by the Tribe, in its sole discretion.

(g) Number of Gaming Stations. The number of Gaming Stations located in each Gaming Facility shall be determined by the Tribe, in its sole discretion.

(h) Hours of Operation. The hours of operation for Gaming Facilities shall be determined by the Tribe, in its sole discretion, provided that adequate time shall be available for the State to conduct investigations of Tribal Gaming as provided in this Compact.

(i) Ownership of Gaming Facility and Gaming Operation. Subject to the terms of the Act and the licensing provisions of this Compact, the Tribe may grant a Tribal Gaming License to any person to own a Gaming Operation or Gaming Facility.

(j) Prohibited Activities. Any Class III gaming activity not authorized in Section 3(a) of this Compact is prohibited.

(k) Prohibition on Minors. No person under the age of twenty-one shall participate in any Gaming Operation, or be allowed in any area of a Gaming Facility where Class III Gaming is taking place, except for purposes of ingress or egress.

(l) Prohibition on Firearms. The possession of firearms by any person within a Gaming Facility shall be strictly prohibited; provided, this

prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, Tribal Law Enforcement Agency, State Gaming Agency, or Local Law Enforcement Agencies.

SECTION 4. ENFORCEMENT OF CRIMINAL GAMING LAWS.

(a) Law Enforcement Personnel. The La Plata County Sheriff's Department shall provide law enforcement personnel to deal with gaming related offenses and law enforcement for the gaming facility during all operating hours. Such personnel shall be in addition to any tribal law enforcement or security personnel provided by the Tribe or the management company. The Tribe and the La Plata County Sheriff shall agree on the number of sheriff's deputies necessary to provide adequate law enforcement, but there shall be a minimum of one such deputy available during all operating hours. The cost of providing such personnel shall be borne by the Tribe, subject to the provisions of Section 15(e) of this Compact concerning economic and social impacts associated with Tribal Gaming.

(b) Indians. The Tribe shall enforce criminal gaming laws against Indians.

(c) Non-Indians.

(i) Applicable Laws. All State criminal laws and such laws as hereafter amended pertaining to the licensing, regulation or prohibition of gaming and gambling, including the sanctions associated with such laws, are adopted and incorporated herein by reference. Any references in such laws to Teller or Gilpin Counties shall be deemed to apply to Indian gaming in La Plata and Archuleta Counties. A violation of such State laws shall be punishable both as a State offense or as a Federal offense to the extent permitted by Federal law.

A suspect charged with violation of such laws may be tried in either State or Federal court. If tried in Federal court and convicted, such suspect shall be guilty of a like offense and subject to a like punishment as if tried in State court. Such laws shall apply on Indian lands in the same manner and to the same extent with respect to non-Indians as such laws apply elsewhere in the State. Non-Indians who are guilty of any act or omission that would constitute a violation of such State laws shall be guilty of a like offense and subject to a like punishment.

(ii) Concurrent Jurisdiction. Pursuant to 18 U.S.C. §1166, the Tribe consents to the transfer to the State of Federal criminal jurisdiction over non-Indians with respect to gambling on Indian lands. The United States and the State shall have concurrent jurisdiction to the extent permitted by Federal law over such criminal prosecutions of non-Indians. For purposes of Federal prosecution, non-Indians who are guilty of any act or omission that would constitute a violation of such State laws shall be deemed to have been engaged in "gambling" rather than "Class III gaming" pursuant to 18 U.S.C. §1166.

(iii) Costs of Incarceration and Prosecution. Suspects shall be transported to the La Plata County jail. When a non-Indian suspect is prosecuted pursuant to this Section by the La Plata County District Attorney or his designee, the Tribe shall reimburse the County for 50% of the expenses of the incarceration and prosecution of such suspect. The Tribe shall also reimburse the County for 50% of the expenses for the incarceration and prosecution of non-Indians who are casino patrons suspected or convicted of other non-gaming

crimes committed against non-Indians in the Gaming Facility, the parking lot or appurtenant areas. This allocation of costs, as well as any increased costs to the State court system, shall be subject to renegotiation pursuant to Section 15(e) of this Compact concerning economic and social impacts associated with Tribal Gaming. Should construction of additional county jail facilities become necessary as a result of incarceration of non-Indians prosecuted, potentially prosecuted or convicted by the State due to Tribal Gaming, the parties agree to negotiate, subject to the provisions of Section 15(e) of this Compact concerning economic and social impacts associated with Tribal Gaming, so that an equitable share of such construction cost may be allocated to the Tribe.

(iv) Disposition of Suspects. When tribal law enforcement personnel have detained a non-Indian suspect, custody of such suspect shall be transferred to the appropriate Local Law Enforcement Agency as soon as reasonably possible. When local law enforcement personnel have detained an Indian suspect, custody of such suspect shall be transferred to tribal authorities as soon as reasonably possible.

(v) Procedures for Processing Suspects. The Tribe shall consult and cooperate with representatives from local, State and Federal agencies in order to develop guidelines concerning the procedures to be used for such matters as the detention, arrest, transfer of custody, incarceration and prosecution of non-Indian suspects.

(d) Jurisdiction. Except as expressly provided herein, the Tribe reserves all jurisdiction over Tribal Gaming. The provisions of this Section 4 of this Compact shall not alter the jurisdiction of the Tribe, the

United States, the State or local law enforcement agencies, except as such jurisdiction pertains to violations or suspected violations of criminal gaming laws and except as necessary to implement the provisions of this Section 4 of this Compact. Local law enforcement officials shall have access to the gaming facility for the purpose of carrying out their responsibilities pursuant to this Section 4 of this Compact.

(e) Reopener. The parties shall meet to discuss the implementation of the provisions of this Section 4 of this Compact and to negotiate any necessary or mutually beneficial changes to such provisions within 18 months of the commencement of tribal gaming, or at any time prior to that with the agreement of the parties. The implementation of the provisions of this Section 4 of this Compact shall be an appropriate subject for discussion at the quarterly meetings held pursuant to Section 7(f) of this Compact. The State recognizes that the Tribe prefers that the United States have exclusive jurisdiction over criminal matters; the State shall support an amendment to this Section 4 of this Compact that accomplishes such exclusive jurisdiction if in the State's judgment that amendment assures adequate law enforcement. No renegotiation of this Compact shall be deemed to affect any on-going criminal prosecution.

(f) Other Federal Criminal Law. Nothing contained in this Section 4 of this Compact or elsewhere in this Compact shall alter or in any way diminish the authority of the United States to act pursuant to the provisions of 18 U.S.C. §§1163, 1167 or 1168, or any other law.

(g) Gaming Facilities - Archuleta County. If any tribal gaming facility is located in or adjacent to Archuleta County, the provisions of this Section 4 of this Compact related to La Plata County shall apply equally to Archuleta County.

SECTION 5. LICENSING.

(a) Licensing Authority. The Tribe shall have the exclusive licensing authority with respect to Tribal Gaming.

(b) Tribal Licensing. Subject to Section 6(k) (Temporary Licensing) of this Compact, the following shall be licensed by the Tribe prior to the commencement of operations or employment, or prior to the conduct of business and annually thereafter; provided, however, the Tribe, wholly owned enterprises of the Tribe and members of the Tribe are hereby expressly excluded from the operation of this Section and Section 6 of this Compact:

(i) Each Gaming Operation and Gaming Facility;

(ii) Every Gaming Employee;

(iii) Any Management Company, including its Principals, engaged by the Tribe to assist in the management or operation of a Gaming Operation or Gaming Facility;

(iv) Every Person that is an owner of a Gaming Operation or Gaming Facility;

(v) Each manufacturer or supplier of Gaming Services; and

(vi) Each supplier of Non-Gaming Services to Gaming Operations if sales to the Tribe exceed or will exceed $50,000 per year.

(c) Licensing Requirements. The Tribe shall not issue or renew a Tribal Gaming License unless (i) the Tribe has received a report from the State Gaming Agency stating that the applicant would be qualified to receive a similar license from the State, or (ii) the applicant currently holds a valid State license that is similar to the type of license being applied for from the Tribe, or (iii) there is substantial evidence that the reasons for an adverse report from the State are erroneous. The Tribe,

in its sole discretion, shall adopt requirements in addition to those provided in this Compact, concerning eligibility for Tribal Gaming Licenses and licensing procedures. The State hereby approves the Tribe's licensing requirements contained in Appendix B of this Compact. The Tribe shall submit any amendments to these licensing requirements to the State for comment and approval prior to implementation.

SECTION 6. LICENSING PROCEDURES.

(a) Procedures for Tribal License Applications. Each applicant for a Tribal Gaming License shall submit a completed application to the Tribal Gaming Agency. The application shall be in a form that is similar to that used by the State in licensing applicants within its jurisdiction. Each completed Tribal license application shall be accompanied by the applicant's fingerprint card(s), two current photographs, and the fee required by the Tribal Gaming Agency. Upon receipt of a completed application and the required fee for Tribal licensing, the Tribal Gaming Agency shall forward a copy of the application, together with the fee required by the State, to the State Gaming Agency for the performance of a background investigation and criminal records check.

(b) Background Investigations of Applicants. Upon receipt of a completed application and the required fee, the State Gaming Agency shall conduct a background investigation and criminal records check on the applicant. At any time the State may require such further information from the applicant as the State deems necessary to complete the background investigation. The State Gaming Agency shall furnish a report on the completed investigation to the Tribal Gaming Agency within a reasonable time following receipt of the request and fee. The report shall contain either a statement that (1) the applicant would be qualified to receive

a license from the State had the application been for a gaming license for the same or similar activity within the jurisdiction of the State and, therefore, the applicant should be considered for tribal licensing, or (2) the applicant would not be qualified to receive a license from the State had the application been for a gaming license for the same or a similar activity within the jurisdiction of the State and, therefore, the applicant should not be considered for Tribal licensing. Any report containing a statement that the applicant would not be qualified for a similar State license shall include a detailed statement of the reasons therefor. Upon completion of the necessary background investigation and criminal records check, the Tribal Gaming Agency shall either issue a Tribal Gaming License to the applicant with a copy to the State Gaming Agency, or deny the application. If the application for licensing is denied, a statement setting forth the grounds for denial shall be forwarded to the applicant with a copy forwarded to the State Gaming Agency.

(c) Grounds for Revocation, Suspension or Denial of Tribal License. The Tribal Gaming Agency may revoke, suspend or deny a Tribal Gaming License for any reason or reasons it deems to be in the public interest. These reasons shall include but not be limited to when an applicant:

(i) Has violated the laws concerning gaming of any State or the Tribe, or has occupied or operated or had substantial control over a premises where a violation of the laws concerning gaming of any State or the Tribe has occurred;

(ii) Has knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the laws concerning gaming of any State or of the Tribe;

(iii) Has obtained a license related to gaming from any State or Tribe by fraud, misrepresentation, concealment or through the State or Tribe's inadvertence or mistake;

(iv) Has had a State or Tribal license revoked or denied during the preceding twelve months;

(v) Has been convicted of a felony or a misdemeanor under Federal, State or Tribal law which includes as an element of the offense fraud, deceit or dishonesty;

(vi) Has been the subject of a report stating that he would not be qualified to receive a license or renewal from the State had the application been for a gaming license for the same or similar activity within the jurisdiction of the State.

(d) Right to Hearing for Revocation, Suspension or Denial of Tribal License. Any licensee or applicant for a Tribal Gaming License shall be entitled to a full hearing on any action by the Tribal Gaming Agency which may result in the revocation, suspension or denial of a Tribal Gaming License. The hearing will be conducted in accordance with the procedures contained in the attached Appendix B.

(e) Denial, Suspension or Revocation of Licenses Issued by Tribal Gaming Agency. The denial, suspension or revocation of any Tribal Gaming License by the Tribal Gaming Agency shall be in accordance with Tribal ordinances and regulations governing such procedures.

(f) Duration and Renewal of Tribal Issued Licenses. Any Tribal Gaming License shall be effective for one year from the date of issuance; provided, that a Licensee that has applied for renewal may continue to be employed under the expired license until final action is taken on the renewal application by the Tribal Gaming Agency. Applicants

for renewal of license shall provide updated material as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency. Upon receipt of a completed application and the required fee for renewal, the Tribal Gaming Agency shall forward a copy of the application, together with the fee required by the State, to the State Gaming Agency for the performance of an updated background investigation and criminal records check. The State Gaming Agency shall furnish a report to the Tribal Gaming Agency which contains a statement that the Licensee would be qualified or would not be qualified for license renewal by the State.

(g) Identification Cards. The Tribal Gaming Agency shall require all Gaming Employees to wear identification cards issued by the Tribal Gaming Agency which cards shall include a photo, a first name, an identification number, a tribal seal or signature, and a date of expiration.

(h) Exchange of Licensing Information. In an effort to ensure a qualified work force in all areas of Tribal gaming, upon completion of any administrative action against a Tribal licensee or State licensee, the final disposition shall be provided to both the Tribal Gaming Agency and the State Gaming Agency and maintained as part of both agencies' permanent licensing records.

(i) Fee for State Background Investigation. The fees for State background investigations shall be not more than those assessed applicants for a gaming license from the State for the same or similar activity within the jurisdiction of the State. Payment in full to the State Gaming Agency will be required prior to the issuance of the report on the completed investigation.

(j) Fees for Tribal License. The fees for all Tribal Gaming Licenses shall be set by the Tribal Gaming Agency.

(k) Temporary Licensing. The Tribe may in its sole discretion issue a temporary license, for up to six months, to any applicant for a permanent license. A temporary license may only be issued where the Tribe is satisfied that the investigation of the applicant conducted thus far, and the application in its entirety, indicate that the applicant: meets all the requirements of Section 5(c) of this Compact; meets all the additional requirements adopted by the Tribe concerning eligibility for Tribal Gaming Licenses; does not present any danger to the public or to the reputation of Tribal gaming; further investigation most likely will not uncover any derogatory information about the applicant; and issuance of a temporary license is of economic necessity to the Licensee and is just under the circumstances. Notwithstanding the foregoing, the Tribe shall not issue a temporary license prior to receiving a report from the State Gaming Agency stating that the applicant is qualified to receive a similar State license. The temporary Tribal Gaming License shall become void and be of no effect upon either the issuance of a Tribal Gaming License or upon notice of application denial, in accordance with the provisions of this Compact. As provided in this Compact, during the twelve-month period immediately following the effective date of this Compact, any applicant who has a similar current valid license issued by the State Gaming Agency, together with his or her completed application, may be immediately issued a temporary Tribal Gaming License by the Tribal Gaming Agency pending completion of the background investigation.

(l) Summary Suspension of Tribal License. The Tribal Gaming Agency, pursuant to the laws of the Tribe, may summarily suspend any

Tribal Gaming License if the continued licensing of a person or party constitutes a threat to the public health, safety or welfare.

SECTION 7. TRIBAL ENFORCEMENT OF COMPACT PROVISIONS.

(a) Tribal Gaming Agency. The responsibility for the on-site regulation, control and security of Gaming Operations, and for the enforcement of this Compact within the Reservation, shall be that of the Tribal Gaming Agency. As part of its structure, the Tribal Gaming Agency shall also develop a department of security, which shall perform the following functions:

(i) the enforcement of all relevant laws;

(ii) the physical safety of patrons in Gaming Facilities;

(iii) the physical safety of Gaming Employees;

(iv) the physical safeguarding of assets transported to and from Gaming Facilities and cashier's cage departments;

(v) the protection of the patrons of Tribal Gaming and the Tribe's property from illegal activity;

(vi) the detention of persons who may be involved in illegal acts for the purpose of notifying the law enforcement authorities; and

(vii) the recording of any and all unusual occurrences within any Gaming Facility for which the assignment of a security department employee is made. Each incident, without regard to materiality, shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

(A) the assigned number;

(B) the date;

(C) the time;

(D) the nature of the incident;

(E) the name, birthdate and social security number of the person involved in the incident; and

(F) the security department employee assigned.

(b) Inspectors. The Tribal Gaming Agency shall employ qualified inspectors or agents under the authority of the Tribal Gaming Agency. Said inspectors shall be independent of the Gaming Operations, and shall be supervised and accountable only to the Tribal Gaming Agency.

(c) Reporting of Violations. A Tribal gaming inspector, and agents of the Tribal Gaming Agency's security department, shall be present in all Gaming Facilities during all hours of operation, and shall have immediate access to any and all areas of the Gaming Operation for the purpose of ensuring compliance with the provisions of this Compact and Tribal Ordinances. Any violation or violations of the provisions of this Compact, or of Tribal Ordinances by a Gaming Operation, a Gaming Employee or any person associated with a Gaming Operation shall be reported immediately to the Tribal Gaming Agency, and a copy of the report shall be forwarded to the State Gaming Agency within seventy-two (72) hours of the time the violation or violations were noted.

(d) Investigation and Sanctions. The Tribal Gaming Agency shall investigate any reported violation and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be empowered by Tribal Ordinance to impose fines and other sanctions within the jurisdiction of the Tribe upon a Gaming Operation, a

Gaming Employee, a Management Company, or any other person directly or indirectly involved in, or benefiting from a Gaming Operation.

(e) Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward notice of the initiation of any investigation and copies of all completed investigation reports and final dispositions to the State Gaming Agency on a continuing basis. If requested by the Tribal Gaming Agency, the State Gaming Agency may assist in any investigation initiated by the Tribal Gaming Agency, and provide other requested services to ensure proper compliance with the provisions of this Compact, Tribal Ordinances, laws of the Tribe, or applicable laws of the State. To the extent that the State or the Tribe declines a request for assistance, it shall communicate its reasons for declination in writing to the other party.

(f) Quarterly Meetings. In an attempt to develop and foster a partnership in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and the Tribal Gaming Agency shall meet on a quarterly basis to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a mutually agreed upon location and each party shall pay its own costs of attendance and participation in the meetings.

SECTION 8. STATE ENFORCEMENT OF COMPACT PROVISIONS.

(a) Monitoring. The State Gaming Agency shall, pursuant to the provisions of this Compact, be allowed to monitor Tribal Gaming to ensure that Gaming Operations are conducted in compliance with the provisions of this Compact. In order to monitor Tribal Gaming, agents of the State Gaming Agency shall have access to all Gaming Equipment, wherever located, and to all areas of Gaming Facilities during operating hours upon

giving notice to the Tribal Gaming Agency contemporaneously with the arrival of agents of the State Gaming Agency on the Reservation.

(b) Access to Records. Agents of the State Gaming Agency may review and copy, during normal business hours, all records maintained by any Gaming Operation. Such records and copies thereof shall be deemed confidential and proprietary financial information of the Tribe, and shall be protected from public disclosure without the express written consent of the Tribe. This public disclosure prohibition, however, shall not apply to any evidence or relevant information used in any judicial or administrative proceeding.

(c) Investigations. The State Gaming Agency may conduct such investigations as it deems appropriate to investigate potential violations of this Compact with respect to Tribal Gaming.

(d) Tribal Gaming Agency Notification. At the completion of any inspection or investigation conducted by the State Gaming Agency, copies of the investigative report shall be promptly forwarded to the Tribal Gaming Agency.

SECTION 9. TRIBAL ORDINANCE.

The Tribe shall enact, as part of the ordinances of the Tribe governing Tribal Gaming, all of the provisions of this Compact prior to submission to the National Indian Gaming Commission for approval, pursuant to Section 11(d)(2) of the Act, 25 U.S.C. §2710(d)(2).

SECTION 10. REGULATIONS FOR THE OPERATION AND MANAGEMENT OF TRIBAL GAMING.

(a) Adoption of Regulations for Operation and Management. The Tribal Gaming Agency shall adopt regulations to govern the conduct of each Class III Gaming Activity that may be engaged in pursuant to this

Compact and that is authorized by an ordinance or resolution of the Tribe. The regulations shall govern the operation and management of Gaming Operations conducted under the authority of this Compact and shall maintain the integrity of Gaming Operations, the safety of patrons, and shall reduce the dangers of unfair or illegal practices in the conduct of the Tribal Gaming. A copy of the initial regulations to govern the conduct of each Class III Gaming Activity that may be engaged in pursuant to this Compact and that is authorized by an ordinance or resolution of the Tribe shall be provided to the State Gaming Agency for comment and approval prior to adoption and implementation of said Class III Gaming activity. The Tribal Gaming Agency shall notify the State Gaming Agency of any intent to revise the standards set forth in the regulations and shall request comments of the State Gaming Agency on such revisions. Upon a notice of disapproval, the State and Tribe shall meet, and in good faith try to resolve the differences. If unsuccessful, the matter shall be subject to resolution pursuant to Section 15(d) (Amendment) of this Compact.

(b) Additional Operational Requirements Applicable to Class III Gaming. The following additional regulations shall apply to Tribal Gaming:

(i) To ensure increased integrity, the Tribe shall maintain either written or computerized records of winnings and losses, copies of which shall be available upon request for inspection by the State Gaming Agency; a surveillance log recording all surveillance activities in the monitoring room of the Gaming Facilities; a security log recording all unusual occurrences for which the assignment of a Tribal Gaming Agency employee is made; and a cashier's cage log recording all exchanges of gaming chips for cash by persons who cannot reasonably be thought to have been gaming.

(ii) The Tribal Gaming Agency shall establish a list of persons barred from Gaming Facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of Tribal Gaming. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list as well as any persons on any similar list provided by the State Gaming Agency from entry into Gaming Facilities. The Tribal Gaming Agency and State Gaming Agency shall send a copy of their respective lists on a quarterly basis to one another.

(iii) The Tribal Gaming Agency shall require the audit of all Gaming Operations, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants. A copy of the annual audit shall be provided to the State Gaming Agency.

(iv) The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe and of any change in such rules. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in each Gaming Facility. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station. Rules for games identified in Section 3(a) of this Compact shall be based upon such games as commonly practiced in other gaming jurisdictions in the United States with such variations in the manner of wagering or play as the Tribal Gaming Agency may approve, provided that any variations shall not alter the basic nature of the game. The Tribe will provide the State Gaming Agency with

ten (10) days' advance notice of the rules of each game and any modification thereof, and will provide adequate notice to patrons of the Gaming Operation to advise them of the applicable rules in effect.

(v) There shall be maintained in each Gaming Facility a closed circuit television system in accordance with the regulations set forth in Appendix B. Gaming Operations shall provide the Tribal Gaming Agency with copies of its floor plan and closed circuit television system and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan or closed circuit television system do not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or closed circuit television system in order to remedy such deficiency. The Tribal Gaming Agency shall forward a copy of the floor plan and closed circuit television system to the State Gaming Agency for review and comment.

(vi) Gaming Operations shall adopt regulations for maintaining a cashier's cage and shall comply with those regulations. The Tribal Gaming Agency shall review cashier's cage security. If the cashier's cage does not comply with the security standards set forth in Appendix B, the Gaming Operation shall modify its cashier's cage operations to remedy such deficiency.

(vii) Gaming Operations shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each table gaming pit in each Gaming Facility, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate to protect the integrity of the table games, the Tribal Gaming Agency and State

Gaming Agency shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements. If agreement cannot be reached between the State Gaming Agency and the Tribal Gaming Agency, the dispute shall be subject to resolution pursuant to Section 15(d) (Amendment) of this Compact.

SECTION 11. LITIGATION REGARDING TYPES OF GAMES AND BET LIMITS.

(a) Possibility of Litigation. Included in the Colorado Limited Gaming Act of 1991 is §12-47.2-103(2), C.R.S., which provides:

> It is the intent of the General Assembly that the restrictions set forth in Section 9 of Article XVIII of the State Constitution shall apply to limited gaming activities on tribal lands.

The Tribe and the State agree that Tribal Gaming shall continue to be conducted pursuant to the terms of this Compact, notwithstanding any request for a judicial determination by either party.

(b) Resolution in Favor of Tribe. In the event there is a non-appealable court determination that the above-cited statute, or parts thereof, is not valid, then the Tribe and the State agree that the parties will meet to further negotiate on the issue of bet limitations and types of games pursuant to 25 U.S.C. §2710(d)(7)(B). Such negotiations shall be subject to the provisions set forth in Section 15(d) (Amendment) of this Compact.

SECTION 12. REMEDIES FOR BREACH OF COMPACT PROVISIONS.

In addition to any remedies provided in the I.G.R.A., or otherwise available under Federal law, the Tribe and the State shall have the following remedy:

(a) If either party believes that the other is acting in a manner contrary to any of the provisions of this Compact, the complaining party shall notify the responding party in writing, specifying in detail the conduct complained of. The parties shall have twenty days from the date of such notice to informally resolve the dispute.

(b) If the dispute is not resolved as provided in subsection (a) of this Section, the complaining party may invoke arbitration. A panel of three arbitrators, with each arbitrator possessing special expertise in matters of Indian gaming law, shall be designated by the American Arbitration Association. The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.

(c) By a majority vote the arbitration panel shall declare the parties' rights under the terms of this Compact and can enjoin conduct that violates the terms of this Compact. The Tribe and the State shall each bear their own costs associated with the arbitration.

(d) The Tribe and the State agree to be bound by the arbitration panel's decision.

SECTION 13. TRIBAL REIMBURSEMENT FOR EXPENSES INCURRED BY THE STATE GAMING AGENCY.

The Tribe shall reimburse the State Gaming Agency for all reasonable expenses incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact.

Reimbursement shall be made for background investigation costs, monitoring and investigative costs, and processing costs. The State shall submit a detailed statement on a quarterly basis to the Tribal Gaming Agency. The Tribe shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. Except as authorized by this Compact, the State or any of its political subdivisions shall not impose any tax, fee, charge or other assessment upon the Tribe. Nothing in this Section, or this Compact, shall alter or diminish the pre-existing rights of the parties with respect to the power to tax.

SECTION 14. PUBLIC HEALTH AND SAFETY.

(a) Compliance. The Tribal Gaming Agency shall comply with the following standards with respect to public health and safety:

(i) applicable building and fire codes as provided in Section 3(e) of this Compact: and

(ii) public health standards for food handling that are no less stringent than the State's Uniform Code of Sanitary Rules and Regulations for the preparation, sale and serving of food as contained in §12-44-204(1)(b), C.R.S., or alternatively, public health standards for food handling that are no less stringent than those of the Indian Health Service that are in effect as of the effective date of this Compact.

(b) Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency service accessibility.

SECTION 15. AMENDMENTS, DURATION AND EFFECTIVE DATE.

(a) Effective Date. This Compact shall be effective upon ratification by the Tribe and the State and upon publication of notice of

approval in the Federal Register, in accordance with 25 U.S.C. §2710(d)(3)(B).

(b) Voluntary Termination. This Compact shall be in effect until terminated by the written agreement of both parties. However, should the Tribe wish to eliminate all Class III Gaming Activities on the Reservation, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Colorado and the State Gaming Agency.

(c) Automatic Termination. This Compact may be terminated by a court of competent jurisdiction if the continuation of this Compact would constitute a violation of Federal law.

(d) Amendment. (i) The terms and conditions of this Compact may be amended by written agreement of both parties, and upon approval by the Secretary. The State or the Tribe may, by notice to the other, request negotiations to amend this Compact. In the event of a request for amendment, this Compact shall remain in effect until amended. If such a request is made by either party, it shall be treated as a request to negotiate pursuant to the Act, except that both parties shall be charged with the obligation to negotiate in good faith and the burden of proving that the opposing party has failed to negotiate in good faith shall be on the party alleging such failure. The State and the Tribe shall have 180 days to negotiate, and all further procedures and remedies available under the Act shall thereafter apply as specified below. The parties may agree to extend the 180-day period without prejudice to the rights of either party under this Section 15 of this Compact.

If the State and the Tribe fail to reach an agreement within the 180-day period, and neither the State nor the Tribe elects to pursue other

remedies, then the Tribe and the State shall each submit to a mediator, appointed jointly by the Tribal Chairman and the Governor of the State or their respective designee, a proposed amendment that represents their last best offer for an amendment or a proposal that no amendment should be made. Taking into account the particularities of the disputed issues, the mediator shall select from the two proposals the one which best comports with the terms of the Act and any other applicable Federal law. The mediator shall advise the State and the Tribe in writing which proposal has been selected. If the State and the Tribe consent to a proposal during the 45-day period beginning on the date on which the mediator advised the State and the Tribe of which proposal was selected, the proposal shall become effective upon approval by the Secretary. If the State and the Tribe do not consent to a proposal during the 45-day period described above, the mediator shall notify the Secretary and the Secretary shall prescribe, in consultation with the Tribe, procedures -

(A) which are consistent with the proposal selected by the mediator, any relevant provisions of the laws of the State, and the provisions of the Act; and

(B) under which Class III Gaming may be conducted on the Reservation.

(ii) The provisions of the above paragraph (i) shall apply to an amendment of the Compact resulting from a resolution of litigation as described in Section 11(b) of this Compact, except that the relevant time limit for negotiating such an amendment prior to submission to a mediator shall be 120 days rather than 180 days.

(e) Economic and Social Impacts. The parties recognize and acknowledge that Tribal Gaming may have a substantial economic and social

impact or effect on the cities, towns and counties surrounding or near the site of such activity. The parties also recognize that Tribal economic and natural resource development, such as oil and natural gas, have in the past, and will have in the future, a substantial economic and social impact or effect on the State and cities, towns and counties surrounding or near the Reservation. At the time this Compact was negotiated it was impossible to forecast, assess, or quantify such impacts or effects. Within eighteen (18) months of commencing Tribal Gaming Activity, the parties agree to assess those impacts, the costs of such assessment to be borne in a fair and reasonable manner by interested participants, including local communities and agencies. The parties further agree to negotiate pursuant to Section 15(d) (Amendment) of this Compact appropriate resolutions or remedies based upon such impacts.

SECTION 16. NOTICES.

Unless otherwise indicated by this Compact or agreed to by the parties, all notices required or authorized to be served shall be in writing and shall be served by first class mail at the following addresses:

Tribal Chairman Southern Ute Indian Tribe P. O. Box 737 Ignacio, CO 81137	Governor State of Colorado State Capitol Denver, CO 80202

A copy of any notice to the Governor shall be sent simultaneously to the State Gaming Agency.

SECTION 17. SEVERABILITY.

In the event that any section or provision of this Compact is held invalid, or its application to any particular activity is held invalid, it is the intent of the parties that the remaining sections or provisions of

this Compact and the remaining applications of such section or provision shall continue in full force and effect.

SECTION 18. TRAINING OF TRIBAL GAMING AGENTS.

The State may notify the Tribal Gaming Agency of, and make available to agents of the Tribal Gaming Agency, all training programs, seminars or classes that are available or required of agents of the State Gaming Agency. The cost for participation by agents of the Tribal Gaming Agency in such training shall be the responsibility of the Tribe.

STATE OF COLORADO

By: _____
Roy Romer, Governor

SOUTHERN UTE INDIAN TRIBE

By: _____
Leonard C. Burch, Chairman
Southern Ute Indian Tribal Council

APPROVED:

Acting _____ 10/1/92
Assistant Secretary - Indian Affairs
United States Department of the Interior
Date