



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

JUN 26 2017

The Honorable Brandon Sazue
Chairman, Crow Creek Sioux Tribe
P.O. Box 50
Ft. Thompson, South Dakota 57339

Dear Chairman Sazue:

On May 30, 2017, the Department of the Interior received from the State of South Dakota (State) and the Crow Creek Sioux Tribe (Tribe), the document entitled Proposed Gaming Compact between the Crow Creek Sioux Tribe of the Crow Creek Reservation and the State of South Dakota (Compact), providing for the conduct of class III gaming activities by the Tribe.

We have completed our review of the Compact and conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. *See* 25 U.S.C. § 2710 (d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Compact. *See* 25 U.S.C. § 2710 (d)(8)(A). The Compact shall take effect when the notice of this approval is published in the *Federal Register*. *See* 25 U.S.C. § 2710 (d)(3)(B).

A similar letter is being sent to the Honorable Dennis Daugaard, Governor of the State of South Dakota.

Sincerely,

Michael S. Black
Acting Assistant Secretary - Indian Affairs

Enclosure

PROPOSED GAMING COMPACT
BETWEEN THE
CROW CREEK SIOUX TRIBE
AND THE
STATE OF SOUTH DAKOTA

This Agreement is made and entered into as of the 5th day of April, 2017, by and between the Crow Creek Sioux Tribe (Tribe), and the State of South Dakota (State).

WHEREAS, the Tribe is a federally recognized Indian Tribe whose reservation is located in Buffalo, Hughes and Hyde Counties, South Dakota; and

WHEREAS, Article III of the Constitution of the Tribe provides that the governing body of the Tribe shall be the Tribal Council; and

WHEREAS, Article VI of the Constitution grants to the Tribal Council the power to negotiate contracts with state governments; and

WHEREAS, the State has, through constitutional provisions and legislative acts, authorized limited gaming activities to be conducted in Deadwood, South Dakota; and

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act, Public Law 100-497, 102 Stat. 2426, 25 U.S.C. § 2701, et seq. (1988) which permits Indian tribes to operate Class III gaming activities on Indian reservations pursuant to a Tribal-State Compact entered into for that purpose; and

WHEREAS, the Tribe intends to operate gaming activities on the Crow Creek Sioux Reservation at locations to be identified in this Compact; and

WHEREAS, the Tribe and the State desire to negotiate a Tribal-State Compact to permit the continued operation of such gaming activities; and

NOW, THEREFORE, in consideration of the foregoing, the Tribe and the State do agree as follows:

1. Declaration of Policy

In the spirit of cooperation, the Tribe and the State hereby set forth in joint effort to implement the terms of the Indian Gaming Regulatory Act. The State recognizes the positive economic benefits that continued gaming may provide to the Tribe. The Tribe and the State recognize the need to ensure that the health, safety and welfare of the public and integrity of the gaming industry in Indian Country and in South Dakota are protected.

2. Purpose and Scope of Compact

This Compact and the Tribe's gaming regulations and ordinances shall govern the regulation and operation of Class III South Dakota State approved table games and slot machines conducted at the gaming establishments identified in paragraph 8.7 on the Crow Creek Indian Reservation. The purpose of this Compact is to provide the Tribe with the opportunity to operate slot machines and other gaming activities in a manner that will benefit the Tribe economically, that will ensure fair operation of the games, and that will minimize the possibility of corruption.

3. Types of Gaming Permitted

3.1 The Tribe shall operate blackjack, poker, craps, and roulette tables, and slot machines pursuant to the terms of this compact and the Tribe's gaming regulations and ordinances. For the purposes of this Compact, the term "slot machines" is defined in South Dakota Codified Laws 42-7B-4 (21). Slot machines operated by the Tribe pursuant to this Compact may be linked or connected by means of telecommunications, satellite or technologic or computer enhancement to slot machines operated by another tribe or tribes, which are commonly known as "linked progressive slot machines," or "linked wide area progressive slot machines," pursuant to a tribal/state compact approved by the Secretary of the Interior pursuant to 25 U.S.C. 2710, authorizing such other tribe or tribes to similarly operate slot machines through linkages or connections with the slot machines operated by other tribes. Such slot machines require industry testing and Tribal, State, and Federal approvals prior to operation.

3.2 The Tribe shall be allowed to operate an unlimited number of tables of State of South Dakota approved Class III live games at each gaming facility.

3.3 The Tribe shall be permitted to operate such other Class III gaming as may be authorized by state law after the date of the signing of this compact, provided that at least thirty (30) days prior to offering the games for play, the Tribe shall notify the State of the types of games to be operated and the regulations therefore, which shall be as stringent as State laws and regulations applicable to such games.

4. Operation of Gaming

4.1 The Tribe shall operate its gaming activities pursuant to this Compact and the ordinances and regulations enacted by the Tribe which ordinances and regulations shall be at least as stringent as those adopted by the State of South Dakota in SDCL ch. 42-7B and ARSD 20:18, et seq. All such ordinances and regulations shall be made available to the State.

4.2 The Tribe shall appoint a Tribal Gaming Commission which shall regulate the gaming activities, issue licenses as provided herein, inspect all premises where gaming is conducted and otherwise be responsible for enforcing the Tribe's Gaming ordinances and regulations.

4.3 The Crow Creek Sioux Tribal Gaming Commission shall have primary responsibility for the regulation of gaming conducted under the authority of this Compact. This shall include, but not be limited to, the licensing of gaming employees and the inspection and regulation of all the gaming operations of the Crow Creek Sioux Tribe. Any discrepancies in the gaming operation and any violation of Tribal Gaming Commission regulations and rules or this compact shall be immediately reported to the Tribal Gaming Commission and the South Dakota Commission on Gaming for appropriate action by the Tribal Gaming Commission pursuant to the terms of this Compact.

4.4 Disciplinary action for misconduct by licensees

Any violation of any law or rule relating to gaming conducted pursuant to this Compact shall be reported to the Tribal Gaming Commission and the South Dakota Commission on Gaming. If either the State or the Tribe concludes that a violation has occurred, the violation will be addressed by the Tribe within five (5) days. The Tribal Gaming Commission shall report any disciplinary action it imposes upon a licensee to the Executive Secretary of the South Dakota Commission on Gaming within ten (10) days of the imposition of the action.

5. Law Enforcement

5.1 All criminal matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal Law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such criminal jurisdiction as each may enjoy under applicable law.

5.2 The Tribe has adopted and agrees to adopt gaming ordinances and regulations to regulate gaming in establishments to be identified in paragraph 8.7 of this Compact which ordinances and regulations are at least as stringent as those statutes and administrative rules adopted by the State of South Dakota to regulate gambling in Deadwood, South Dakota. The Tribe shall furnish the State with copies of such ordinances and regulations and shall advise the State of any amendment, revision or recession of the gaming regulations. The State shall furnish the Tribe with any amendment, revision or recession of its gaming regulations. The Tribe agrees that in no event shall it amend, revise or rescind any gaming regulations which would result in the tribal regulations being less stringent than the statutes and rules adopted by the State of South Dakota.

6. Civil Jurisdiction (other than appeals from the Commission)

All civil matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such civil jurisdiction as each may enjoy under applicable law. Nothing in this provision shall be construed to be a waiver of the sovereign immunity of the Crow Creek Sioux Tribe.

7. Licensing of Gaming Operators and Employees

- 7.1 All individuals who operate or manage a gaming operation under the authority of this Compact shall be licensed by the Tribal Gaming Commission. All individuals employed to work directly with the gaming operation shall be licensed by the Commission.
- 7.2 The Crow Creek Sioux Tribal Gaming Commission shall have primary responsibility for the licensing of individuals who operate or manage a gaming operation or who are employed in the tribal gaming operation. Any person seeking to be licensed hereunder shall first submit an application to the Tribal Gaming Commission which application shall include a written release by the applicant authorizing the State to conduct a background investigation of this applicant on behalf of the Tribal Gaming Commission.

The State shall agree to conduct an investigation of the applicant on behalf of the Commission, upon receipt of the executed release and payment of the fee as provided in the South Dakota Commission on Gaming rules and regulations for such investigations. The State shall provide the Commission with a written report regarding each applicant within thirty (30)30 days of the receipt of the request and fee or as soon thereafter as practical.

- 7.3 The Commission shall not issue a license to any unsuitable applicant. A suitable applicant is one who is determined suitable by the Tribal Gaming Commission according to tribal ordinance and by the South Dakota Commission on Gaming pursuant to SDCL ch. 42-7B and the South Dakota Commission on Gaming rules and regulations, provided that no credit check will be conducted for tribal license applicants and no applicant shall be deemed unsuitable because of issues pertaining to credit.
- 7.4 Because each licensee must, in any case, be relicensed annually, the State agrees not to require additional relicensing of any person to operate, manage or be employed in any gaming operation conducted under the authority of this Compact, provided that the person has obtained the applicable license to operate, manage or be employed in any gaming operation conducted under the authority of a compact between the State of South Dakota and an Indian tribe.
- 7.5 Should the Tribal Gaming Commission disagree with the State's determination on suitability, the Tribal Gaming Commission may invoke the following arbitration procedure:

The dispute shall be determined by a three-person binding Arbitration Board. One member of the Board shall be the chair of the South Dakota Commission on Gaming or his designee. One member of the Board shall be the chair of the Tribal Gaming Commission or his designee, and the third member shall be jointly selected by the two commission chairs or

their designees and shall be a person who is knowledgeable in the regulation of gaming. The State and the Tribe shall each pay the third member one half of his compensation rate due. The Arbitration Board shall determine whether the applicant is deemed suitable, taking into consideration the ordinances and regulations adopted by the Tribal Gaming Commission and the statutes and rules adopted by the State of South Dakota. The Arbitration Board shall further decide the suitability issue in the best interest of the public.

An arbitration shall be initiated by the filing of a Notice by the Tribal Gaming Commission with the South Dakota Commission on Gaming. Within a reasonable time, not to exceed sixty (60) days, the Arbitration Board shall hold a hearing. The Parties shall be the Tribal Gaming Commission and the South Dakota Commission on Gaming. Generally the hearing shall not exceed one day.

Irrelevant, incompetent, immaterial, or unduly repetitious evidence shall be excluded. The rules of evidence as applied in the trial of civil cases in the circuit courts of South Dakota shall be followed except that, when necessary to ascertain facts not reasonably susceptible of proof under such rules, evidence not otherwise admissible may be admitted if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Rules of privilege shall be given effect. When a hearing may be expedited and the interests of the parties will not be substantially prejudiced, any part of the evidence may be received in written form. A party may conduct cross-examinations. Notice may be taken of judicially cognizable facts. Parties at the hearing will be informed of the matters to be noticed, and those matters will be noted in the record, referred to therein, or appended thereto. Any party shall be given a reasonable opportunity on timely request, to refute officially noticed matters by evidence or by written or oral presentation, the manner of and time allowed for such refutation to be determined by the Arbitration Board.

For good cause shown, the Board may schedule additional hearings within a reasonable time of the initial hearing. The Board may require briefing of any matter relevant to the exercise of its authority.

Any party desiring a record of the proceedings may arrange for the presence of a court reporter to prepare a transcript of the proceedings.

The arbitration proceeding shall be closed to the public unless the Board finds that it is in the public interest that the arbitration proceed as open to the public session.

In the alternative to holding a hearing, the parties may stipulate that the Arbitration Board may determine the matter solely on the basis of documents filed with the Board.

Upon completion of the arbitration proceedings the Board shall issue a written decision that includes findings and conclusions. The written decision shall be made available to the public upon request, unless the Board determines that, in the particular circumstances, the personal privacy interest of the applicant outweighs the public interest in disclosure.

If permitted by law, either the State or the Tribe may appeal the arbitration decision to Federal District Court.

8. Regulatory Standards for Gaming

8.1 In recognition of the valid public policy interests of the State, which are similarly appreciated as desirable by the Tribe, the following regulatory standards are established for gaming operated and played within the gaming establishment. to be identified pursuant to paragraph 8.7 of this Compact.

8.2 No Credit Extended

All gaming shall be conducted on a cash basis. Except as herein provided, no person shall be extended credit for gaming by the gaming facilities operated within the Crow Creek Indian Reservation under this Compact, and no operation shall permit any person or organization to offer such credit for a fee. This restriction shall not apply to credits won by players who activate play on gaming machines after inserting coins, currency, tickets or tokens into the game, shall not restrict the right of the Tribe or any other person to offer check cashing or to install or accept bank card or credit card transactions in the same manner as would be normally permitted at any retail business within the State nor shall it prevent the Tribe from allowing credits to be generated and utilized via promotional marketing events.

8.3 Minimum Age Requirements

Any participant in a game authorized by this Compact shall be twenty-one (21) years of age or older at the time of participation. No licensee may permit any person who is less than twenty-one (21) years of age to participate in a game or play a slot machine authorized by this Compact. A violation of this provision shall subject the participant or licensee to punishment under applicable Tribal or State law.

8.4 No person under the age of twenty-one (21) shall be permitted in the immediate area where gaming is conducted pursuant to this Compact, except as authorized by State law and Tribal ordinance.

8.5 Technical Standards for Gaming Devices

All slot machines operated and played within the establishments identified in paragraphs 8.7 pursuant to this Compact shall meet or exceed the hardware and software specifications set forth by the South Dakota Commission on Gaming and SDCL 42-7B-43 and ARSD 20:18 prior to play. Gaming devices prototypes will be tested and approved prior to play by the State according to State procedures and by the Tribe according to Tribal procedures.

8.6 Approval of Slot Machines

No slot machine shall be operated on the Crow Creek Indian Reservation in the gaming operations to be identified pursuant to paragraph 8.7 of this Compact unless:

- 1) The slot machine is purchased, leased or acquired from a manufacturer or distributor licensed to sell, lease or distribute slot machines by the State, pursuant to SDCL ch. 42-7B and ARSD 20:18, and
- 2) The slot machine or a prototype thereof, has been tested, approved and certified by a gaming test laboratory as meeting the requirements and standards of this Compact. For purposes of this Compact, a gaming test laboratory shall be a laboratory agreed to and designated in writing by the South Dakota Commission on Gaming and the Tribal Gaming Commission.

8.7 Number of Slot Machines

The Tribe shall be permitted to operate slot machines and other gaming authorized by this Compact in the Tribal gaming establishments of the Lode Star Casino located in Fort Thompson, South Dakota and one alternative location located on the south half of the north half (S1/2 of the N ½) and north half of the south half (N ½ of the S ½) of Section Four (4), Township 108 North (T108N) Range seventy-four West (R74W) of the 5th Principal Meridian, in Hughes County, South Dakota, both of which are within the boundaries of the Crow Creek Indian Reservation. The Tribe is authorized to immediately operate a cumulative total of five hundred (500) slot machines upon the effective date of this Compact within the Lode Star Casino and the alternative gaming establishment as described in this Section of this Compact.

- 8.8 The Tribe shall be entitled to have up to ten (10) slot machines for each location in reserve as replacements for devices, which are out of service as a result of mechanical problems.
- 8.9 These additional slot machines are only to be used in such an event and shall meet the requirements of paragraph 8.7. There shall be no limits placed on the number of South Dakota State approved class III live games that may be operated at the Lode Star Casino and the alternative location provided for in Section 8.7.

8.10 Inspection Procedure

The South Dakota Commission on Gaming agents shall be authorized to inspect (not to include audits) the gaming devices operated in the tribal gaming establishments in accordance with this Compact.

- 8.11 Any periodic state inspection of slot machines and live games shall only occur if the state inspector is accompanied by a member of the Tribal Gaming Commission, the Executive Secretary of the Tribal Gaming Commission, or a designee. Any such testing shall be carried out in a manner and at a time which will cause minimal disruption of the gaming operation. The Tribal Gaming Commission and the South

Dakota Commission on Gaming shall be notified of all such inspections and the results of such inspections.

8.12 In addition to the inspections authorized above, any inspections of tribal gaming establishment by state inspectors shall be limited to a maximum of 100 hours per year plus travel. These inspections are specifically authorized to be unannounced and may be in the nature of an undercover inspection. The Tribal Gaming Commission and the South Dakota Commission on Gaming shall be notified of the results of such inspections. Any violations detected pursuant to this paragraph shall be enforced consistent with the procedure contained in the above section entitled Disciplinary Action for Misconduct by Licensees.

8.13 Remedies for Non-Complying Slot Machines.

Upon inspection pursuant to paragraph 8.11 the State may designate slot machines which it believes do not comply with state gaming laws. The device shall immediately be removed temporarily from play or sealed. Within five days of receipt of such written designation, the Tribe shall either:

- 1) accept the finding of non-compliance, remove the slot machine from play, and take appropriate action to ensure that the Tribe, manufacturer, distributor or other responsible party cures the problem; or
- 2) contest the finding of non-compliance before the Arbitration Board as provided in paragraph 7.5 above. In the event the Arbitration Board finds that the gaming device is noncomplying, such device shall be removed from play. Slot machines removed from play pursuant to this section may be returned to play only after such gaming device comes into compliance with the provisions of paragraph 8.11 herein.

Nothing in this section shall limit the rights or remedies available to the parties under any other provision of this compact or under IGRA.

8.14 Limit on Wagers

The amount of a bet in any South Dakota State approved Class III game may not be more than One Thousand dollars (\$1,00.00) on the initial bet or subsequent bet subject to rules promulgated by the Tribal Gaming Commission. Slot machines and other games operated in the establishments identified in this Compact may in the future offer such higher bet limits as are consistent with South Dakota State statutes and regulations and which are authorized by the Tribal Gaming Commission.

9. Accounting and Audit Procedures

- 9.1 The Tribe shall adopt accounting standards which meet or exceed those standards established in Chapter 20: 18:22 of the South Dakota Rules and Regulations for Limited Gaming.
- 9.2 The Tribe shall conduct independent audits of the gaming operation and provide copies to the State.
- 9.3 The Tribe shall engage an independent certified public accountant to audit the books and records of all gaming operations conducted pursuant to this Compact and shall make copies of the audit and all current internal accounting and audit procedures available to the State upon written request. The Tribe shall permit the State to consult with the auditors before or after any audits or periodic checks on procedures which may be conducted by the auditors, and shall allow the State to submit written or oral comments or suggestions for improvements regarding the accounting and audit procedures. Within 30 days of receipt of any written or oral comments, the Tribe shall:
(a) accept the comments and modify the procedures accordingly; or (b) respond to the comments with counterproposals or amendments.

10. Contribution of Gaming Proceeds

The Tribe hereto agrees that none of the funds generated by gaming conducted under this Compact shall be used by the Tribe or its agents to influence the outcome of any local, state, or federal election conducted within the State of South Dakota.

11. Duration

This Amended Compact shall become effective upon execution by the governor of the State and the Chairman of the Tribe, approval by the Secretary of the Interior and publication of that approval in the Federal Register pursuant to the IGRA.

- 11.1 The terms of this Compact shall be subject to review at ten (10) year intervals dating from the date of execution of this Compact. Prior to the expiration of the ten (10) year period, each party to the Compact may give notice to the other party of provisions it believes requires review or amendment. Such notice shall be in writing and shall be sent by certified mail to the Governor of the State or Chairman of the Tribe at the appropriate governmental office. If no notice is given by either party prior to the expiration of the ten (10) year period, or any subsequent ten (10) year period, the Compact shall automatically be extended for an additional ten (10) years. If, in the notice, a party states that termination of the Compact should not result from any failure of the parties to reach an agreement with respect to changes in the provisions noticed for review or amendment the Compact shall also automatically be extended for an additional ten (10) years.
- 11.2 Upon receipt of notice of provisions that any party believes require review or amendment as set forth in paragraph 11.1, the parties shall engage in good faith efforts to resolve issues relating to such provisions and to any other provisions of the

Compact. Any remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree in writing to extend the negotiating period without prejudice to the rights of either party.

- 11.3 Upon receipt of such notice, the parties shall engage in good faith efforts to resolve the issues identified in the notice.
- 11.4 Except as otherwise provided in the second paragraph of this section, in the event the parties are unable to resolve the issues identified in the notice upon expiration of the ten (10) year period or any subsequent ten (10) year period, this Compact, unless earlier terminated by agreement of the parties, shall remain in effect for 180 days thereafter. The parties shall have until the expiration of the 180 days to continue to negotiate and remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree in writing to extend the negotiating period without prejudice to the rights of either party.

Upon the expiration of the negotiating period, or any extension thereof, the Compact shall terminate unless the parties in writing, agree otherwise.

- 11.5 Either party may terminate this compact upon a substantial breach by the other party regardless of any other provision of this compact. Upon identification of what either party believes to be a substantial breach of the terms of this compact, such party shall notify the other party in writing, via certified mail, return receipt requested, as to the nature of the substantial breach. The complaining party may terminate this compact in writing after at least 30 days have elapsed from receipt of notice of noncompliance by the other party, unless the breach has been dealt with in a manner acceptable to the complaining party or unless the responding party has presented a plan to deal with the breach which is acceptable to the complaining party.
- 11.6 Notwithstanding any other provision of this Compact, including the paragraph immediately above it is agreed between the parties that on the day that it becomes illegal as a matter of South Dakota law to operate slot machines or South Dakota State approved class III live games within the State of South Dakota, this Compact shall expire and be of no further force with respect to the illegal gaming activity.
- 11.7 During the term of this Compact, the Tribe shall maintain and enforce a Tort Claims Ordinance that provides: (1) the Tribe shall obtain and maintain public liability insurance insuring the Tribe's Class III gaming operations in South Dakota, and their agents and employees, against claims by visitors of the gaming facilities for bodily injury or property damage arising out of the operation of the gaming facilities; (2) such insurance coverage shall provide coverage of no less than \$1 million per person and \$1 million per occurrence; (3) a limited waiver of the Tribe's sovereign immunity within the scope of coverage and the policy limits of the insurance coverage, which specifies that the Tribe agrees that it will not assert the defense of sovereign immunity in Tribal Court or Federal Court for any claim within the scope of coverage and policy limits of the insurance; and (4) any insurance policy expressly prohibits the

insurer from asserting or attempting to assert the defense of sovereign immunity. The Tribe shall at all times provide the State with the current version of the insurance policy, the current certificate of coverage, and its Tort Claims Ordinance. The Tribe shall provide the State with notice of any changes to its Tort Claims Ordinance and the Tribe understands and agrees that any future amendments shall comply with this section of the Compact.

12. General Provisions

The following conditions shall be applicable throughout the term of this Agreement:

- 12.1 The parties hereto agree that in the event that a dispute arises as to an interpretation of the provisions of this Compact, in any of the rights, responsibilities or obligations attaching to the parties hereto, either party may commence an action in federal district court for the purpose of resolving such dispute.
- 12.2 The parties hereto agree that the Tribe will be responsible for the costs incurred by the State and associated with the State's performance of its responsibilities as provided for herein. The intent of this Compact is to provide for the reimbursement of the costs and expenses of the State in performing its responsibilities as provided herein. The hourly rate to be paid to the State for its services is fifty dollars (\$50.00). Travel, per diem, and other expenses shall be paid to the State at the rates set out in South Dakota Administrative Rules, ARSD 05:01:02. Should the rates set out in the Administrative Rules be changed during the term of this Compact, or any renewal of this Compact, the rates to be paid to the State shall likewise be altered. The parties agree that this provision does not require payment by the Tribe of court costs or attorney's fees in litigation. The parties also agree that this provision does not require payments by the Tribe of costs incurred by the State of South Dakota for law enforcement officers of the State except that such payment is required with regard to costs incurred for law enforcement officers of the State who are agents and employees of the South Dakota Commission on Gaming.
- 12.3 Unless otherwise indicated differently, all notices, payments, requests, reports, information or demand 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 telegram or first class certified or registered United State Mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as any party shall hereinafter inform the other party hereto by written notice given as aforesaid:

Notice to the Tribe shall be sent to:

Tribal Chairman/or Chairwoman

Crow Creek Sioux Tribe
PO Box 50
Ft. Thompson, SD 57339

Notice to the State shall be sent to:

Governor's Office
500 E Capitol Ave
Pierre, SD 57501-5070

- 12.4 All notices, payments, requests, reports, information or demand so given shall be deemed effective upon receipt of it mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.
- 12.5 This agreement 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 Agreement nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing.
- 12.6 This Agreement may be executed by the parties hereto in any number of separate counterparts with the same effect as if the signature hereto and hereby were upon the same instrument. All such counterparts shall together constitute but one and the same documents.
- 12.7 The State and/or the Tribe may not assign any of its respective rights, title, or interest in this Agreement, nor may the State and/or the Tribe delegate any of its respective obligations and duties under this Agreement, except as expressly provided herein. Any attempted assignment or delegation in contravention of this foregoing shall be null and void.
- 12.8 Nothing in this Compact shall be construed to limit the rights or remedies available to the parties hereto under the Indian Gaming Regulatory Act, except that the Tribe agrees not to bring suit under the Federal Indian Gaming Regulatory Act during the life of this Compact for failure of the State to compact for gaming other than as specified in this Compact.
- 12.9 This Compact shall not be construed to waive or diminish the sovereignty of the Crow Creek Sioux Tribe or the State of South Dakota, except as specifically provided by the terms of the compact set forth above.
- 12.10 This agreement may be amended or modified in writing at any time subject to any federal approval of such amendment or modification required by the Federal Indian Gaming Regulatory Act.

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

CROW CREEK SIOUX TRIBE

April 18, 2017
Date

BY: [Signature]
Chairman

STATE OF SOUTH DAKOTA

April 10, 2017
Date

BY: [Signature]
Governor

U.S DEPARTMENT OF INTERIOR

Date

BY: _____