



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

DEC 27 2017

The Honorable Neil Mortimer
Chairman, Washoe Tribe of Nevada and California
919 Highway 395, South
Gardnerville, Nevada 89410

Dear Chairman Mortimer:

On November 13, 2017, we received from the State of Nevada (State) the First Amended Compact between the Washoe Tribe of Nevada and California (Tribe) and the State of Nevada (Amendment) review and approval.

Decision

We have completed our review of the Amendment, 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 Amendment. *See* 25 U.S.C. § 2710 (d)(8)(A). This Amendment shall take effect when the notice of this approval is published in the *Federal Register*. *See* 25 U.S.C. § 2710 (d)(3)(B).

The Amendment is approved. A similar letter will be sent to Governor Brian Sandoval, Governor of Nevada.

Sincerely,

John Tahsuda
Principal Deputy Assistant Secretary – Indian Affairs
Exercising the Authority of the Assistant Secretary –
Indian Affairs

**FIRST AMENDED COMPACT BETWEEN
THE WASHOE TRIBE OF NEVADA AND CALIFORNIA
AND THE STATE OF NEVADA**

AUTHORITY

This First Amended Compact ("Compact") is made by and between the WASHOE TRIBE OF NEVADA AND CALIFORNIA ("Tribe") and the STATE OF NEVADA ("State"), pursuant to Public Law 100-497, the Indian Gaming Regulatory Act ("IGRA"), codified at 25 U.S.C. § 2701 et seq. and 18 U.S.C. § 1166 et seq. The Tribe has authority under Article VI, Section 1(a) of its Constitution and By-laws to enter into this Compact and the duly enacted Tribal Resolution attached hereto ("Appendix A"). The State is authorized to enter into this Compact by 25 U.S.C. § 2710(d)(3)(B) and the provisions of the Nevada Revised Statutes ("NRS") §§ 277.080 to 277.180.

PURPOSE

It is the purpose of this Compact to promote the sound regulation of all Class III Gaming on the Tribe's Indian Lands, in order to protect the public interest and the integrity of such Class III Gaming, to prevent improper or unlawful conduct in the course of conducting such Class III Gaming, and to promote tribal economic development, self-sufficiency and strong tribal government.

RECITALS

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

WHEREAS, the Congress of the United States has enacted IGRA, which requires that a Tribal-State compact be negotiated and agreed to between the

Tribe and State before a Tribe may lawfully conduct Class III Gaming on its Indian Lands; and

WHEREAS, the Tribe enacted and the Chairman of the National Indian Gaming Commission ("NIGC") approved, pursuant to 25 U.S.C. § 2710(d)(2), an amended ordinance authorizing Class III Gaming within the Tribe's Indian Lands ("Appendix B"); and

WHEREAS, the Tribe and the State entered into a Tribal-State compact ("Slots Only Compact") regulating Class III Gaming on the Tribe's Indian Lands, and such compact was deemed approved by the United States Secretary of the Interior on May 6, 2004, with an effective date of July 16, 2004; and

WHEREAS, the State permits and regulates gaming, inclusive of Class III Gaming, pursuant to and in accordance with the Nevada Gaming Control Act and the regulations of the Nevada Gaming Commission ("Commission"); and

WHEREAS, the Tribe and the State have negotiated the terms and conditions of this Compact to provide a regulatory framework for the operation of Class III Gaming on the Tribe's Indian Lands such that the Tribe shall be afforded the opportunity to offer, or permit others to offer, all forms of Class III Gaming, which may otherwise be conducted in the State subject to the statutory and regulatory requirements of the State and the terms of this Compact; and

WHEREAS, when conducting gaming, as defined in NRS 463.0155, off of the Tribe's Indian Lands ("Non-Indian Lands Gaming"), the Tribe may apply for a restricted or nonrestricted gaming license, as applicable, and, if granted a gaming license, expose games pursuant to and in accordance with the Nevada

Gaming Control Act and regulations of the Commission as any other similarly situated licensee; and

WHEREAS, upon the effective date of this Compact, the Tribe and the State intend to terminate the Slots Only Compact deemed approved by the United States Secretary of the Interior on May 6, 2004 in its entirety, pursuant to paragraph XI(3) of the Slots Only Compact, and replace it with this Compact, the terms, conditions and requirements of which are set forth herein;

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

ARTICLE I **DEFINITIONS**

1. The terms "Act" and "IGRA" mean the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. § 2701 et seq. and 18 U.S.C. § 1166 et seq.
2. The term "Applicant" means any Person who applies for any license or approval from the State pursuant to this Compact.
3. The term "Associated Equipment" means any equipment or mechanical, electro-mechanical or electronic contrivance, component or machine used remotely or directly in connection with Class III Gaming including mobile gaming, any game, race book or sports pool that would not otherwise be classified as a Gaming Device, including dice, playing cards, links which connect to progressive slot machines, equipment which affects the proper reporting of gross revenue, computerized systems of betting at a race book or sports pool, computerized systems for monitoring slot machines and devices for weighing or counting money.

4. The term "Board" means the Nevada Gaming Control Board.

5. The term "Chairman" means the Chairman of the Board or his designee unless otherwise specified.

6. The term "Class I Gaming" means all forms of gaming defined as Class I Gaming in 25 U.S.C. § 2703(6), which are under the sole jurisdiction of the Tribe and are not subject to this Compact.

7. The term "Class II Gaming" means all forms of gaming defined as Class II Gaming in 25 U.S.C. § 2703(7), which are under the sole jurisdiction of the Tribe and the National Indian Gaming Commission, and are not subject to this Compact.

8. The term "Class III Gaming" means all forms of gaming defined as Class III Gaming in 25 U.S.C. § 2703(8) and 25 C.F.R. § 502.4, but limited to the extent and in the manner, and under such terms and conditions, that such gaming activity could lawfully be conducted off the reservation under the laws of the State, including the regulations of the Commission, as they may now exist or may from time-to-time be amended. The terms "game," "gaming," "gaming activity," and "gaming operation," as they may appear herein, are synonymous for and refer to Class III Gaming only, unless otherwise expressly noted.

9. The term "Class III Slot Machine" has the same meaning as defined in NRS 463.0191. "Class III Slot Machine" specifically includes electronic or electromechanical facsimiles of any game of chance authorized under the Nevada Gaming Control Act and regulations of the Commission. In addition, if at any time the State of Nevada broadens its definition of "slot machine" to include

additional Class III devices, then such devices shall also be "Class III Slot Machines" within the meaning of this Compact.

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

11. The term "Compact" means this First Amended Compact between the Washoe Tribe of Nevada and California and the State of Nevada.

12. The term "Gaming" means such Class III Gaming permitted under Nevada State law. The term "Gaming" does not include Class I or Class II Gaming.

13. The term "Gaming Device" has the same meaning as defined in NRS 463.0155 and includes "Class III Slot Machine" but does not include devices used in Class I or Class II Gaming.

14. The term "Gaming Employee" has the same meaning as defined in NRS 463.0157 to the extent the Person is connected directly with the operation of a Nonrestricted Tribal Gaming Establishment.

15. The terms "Group I" and "Group II" mean a gaming operation, owned, operated or licensed by the Tribe that is comparable in gross revenue to the amounts set forth in Nevada Gaming Commission Regulations 6.010(5) and (6), respectively, as they may be amended from time-to-time for increases in the consumer price index as required by NRS 463.159.

16. The term "Indian Lands" means (a) all lands within the limits of any Indian reservation; and (b) any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power. For the purposes

of this Compact only, the Tribe's "Indian Lands" also includes all lands within the exterior boundaries of the Washoe Reservation, and any additional lands made part of the Washoe Reservation in the future, so long as such lands are contiguous to the current Washoe Reservation. In addition to the Washoe Reservation lands, the Tribe's Indian Lands also include any noncontiguous lands, located within the State, acquired and placed in trust by the United States Secretary of the Interior for the benefit of the Tribe, but only if the Governor of Nevada concurs that Class III Gaming may be conducted on such newly acquired lands.

17. The term "Internet Gaming," also known as interactive gaming, has the same meaning as defined in NRS 463.016425.

18. The term "Net Revenues" is defined in IGRA at 25 U.S.C. § 2703(9) and 25 C.F.R. § 502.16 as "gross revenue of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees."

19. The term "Nevada Key Employee" means:

(a) Any employee or agent of a Tribal Gaming Operation having management responsibility for the Tribal Gaming Operation;

(b) Any Person who has the authority:

(i) To hire and fire employees of a Tribal Gaming Operation;

or

(ii) To set up working policy or procedures for the Tribal Gaming Operation;

(c) The chief financial officer of the Tribal Gaming Operation or other Person who has financial management responsibility with respect to the Tribal Gaming Operation;

(d) Any Person holding the position of an officer or director (or having like responsibilities regardless of their title), or any other Person, individual, or entity that would be subject to mandatory or discretionary licensing, registration, finding of suitability or approval under the Nevada Gaming Control Act or regulations of the Commission as they currently exist or may be amended; or

(e) Any primary management official as defined pursuant to 25 C.F.R. § 502.19.

This definition excludes Persons who are State-licensed slot route operators. In addition, the term "Nevada Key Employee," as defined herein, is not meant to modify or replace the term "key employee," as defined pursuant to 25 C.F.R. §502.14.

20. The term "Non-Indian Lands Gaming" means gaming, as that term is defined pursuant to NRS 463.0153, conducted by the Tribe on land in Nevada that is not Indian Lands.

21. The term "Nonrestricted" means an operation consisting of sixteen (16) or more Class III Slot Machines; or an operation consisting of any number of Class III Slot Machines together with any other Class III Game, or race book or sports pool at one establishment.

22. The term "Person" has the same meaning as defined in NRS 0.039.

23. The term "Premises" means a structure or facility that is clearly defined by permanently installed walls that extend from floor to ceiling and that has a public external entrance, leading to a street or other area, which entrance is not shared with another premises.

24. The terms "Regulate" or "Regulatory Authority" mean the power to control through statute, ordinance, administrative rule, guideline, or administrative procedures and/or to license and impose taxes, fees, assessments and penalties insofar as is consistent with IGRA.

25. The term "Restricted" means an operation consisting of not more than 15 Class III Slot Machines only and no other Class III Gaming in a Tribal Gaming Establishment wherein the operation of machines is incidental to the primary business. Fifteen (15) machines is the maximum number which may be operated under this type of operation.

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

27. The term "Tribal Gaming Agency" means the Washoe Tribal Gaming Commission as organized under Title 21 of the Law and Order Code of the Washoe Tribe, as amended from time-to-time.

28. The term "Tribal Gaming Establishment" means the Premises wherein or whereon any Class III Gaming is conducted within the Tribe's Indian Lands.

29. The term "Tribal Gaming Operation" means any Class III Gaming operation owned, operated or licensed by the Tribe within the Tribe's Indian Lands.

30. The term "Tribal Member" means a Person who is an enrolled member of the Tribe.

31. The term "Tribe" means the Washoe Tribe of Nevada and California, including any agency, organization, subdivision, or corporate entity of the Tribe, and the officials, officers, employees and agents thereof.

32. The term "Washoe Reservation" means the Tribe's Indian Lands shown on the map attached hereto as "Appendix C."

ARTICLE II **TERM**

This Compact shall become effective upon publication of notice of the approval of this Compact by the United States Secretary of the Interior in the Federal Register, and shall remain in effect: a) for a period of twenty (20) years, measured from the effective date of this Compact; b) until terminated by mutual written agreement pursuant to Article XIII(2); or c) until the date immediately following one hundred twenty (120) consecutive days without any Class III Gaming occurring within the Tribe's Indian Lands.

ARTICLE III **AUTHORIZED CLASS III GAMING**

The Tribe shall comply with, or ensure compliance with, the following:

1. **Lawful Class III Gaming.** Subject to the terms, conditions, and limitations imposed by this Compact, the Tribe may license or operate all forms of Class III Gaming within its Indian Lands which may otherwise be conducted in the State, but only to the extent, in the manner and under such terms and conditions as such Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws

of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended. When conducting gaming, as defined in NRS 463.0155, on Non-Indian Lands, the Tribe may apply for a restricted or nonrestricted license, as applicable, and, if granted a license, conduct such gaming in the same manner as any other similarly situated licensee.

2. Nonrestricted Locations. The Class III Gaming offered, the number of Gaming Devices, bet limits and prize limits (if any) offered in a Nonrestricted Tribal Gaming Operation shall be determined by the Tribe, but only to the extent, in the manner, and under such terms and conditions as such Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

3. Restricted Locations. Restricted Tribal Gaming Operations shall be operated in the same manner, and under such terms and conditions as such Restricted operations could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

4. Inter-State and Intra-State Sports Betting. Accepting wagers from a location outside the State on sporting events or activities (also known as inter-state sports wagering) is illegal under federal law as well as the laws of the State and shall not be allowed under this Compact, unless such activities become permissible under State and federal law. To the extent it is a permissible form of gaming under State law, Class III Gaming includes, and the Tribe may license or

operate, the conduct of intra-state sports betting originating from its Indian Lands, which may include the use of telecommunication facilities and the taking of intra-state wagers by telephone, internet and other similar means, but only to the extent, in the manner, and under such terms and conditions that such form of Class III Gaming could be lawfully operated or conducted elsewhere in the State if approved by the Board and Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

5. **Internet Gaming.** To the extent it is a permissible form of gaming under State law, Class III Gaming includes, and the Tribe may operate or permit another Person or entity to operate, Internet Gaming subject to the following:

(a) At such time when the Tribe intends to operate, or permit any other Person or entity to operate, any form of Internet Gaming, the Tribe shall give written notice to the Board of such intent, which must include a description of how Tribal Internet Gaming will occur and be regulated;

(b) No Tribal Internet Gaming shall occur until the Board Chairman provides the Tribe with his or her written consent to commence Internet Gaming based on his or her review of the Tribe's written notice, which shall not be unreasonably withheld; and

(c) The Tribe will license, operate and/or regulate other Person's or entity's operation of Internet Gaming in the same manner, and under such terms and conditions that Internet Gaming could be lawfully operated and conducted elsewhere in the State if approved by the Board and

Commission under the laws of the State, including the regulations of the Commission as they now exist or may from time-to-time be amended.

ARTICLE IV
STANDARDS FOR CLASS III GAMING

1. The Tribe shall ensure that all Class III Gaming offered for play within the Tribe's Indian Lands has been approved by the State pursuant to State law and meets all standards established by the State for non-tribal Gaming, including but not limited to the hold percentages.

2. The Tribe shall ensure that any and all Gaming Devices authorized by this Compact are acquired from a distributor of such devices licensed for such activity by the State. The Tribe further agrees that any sale, transfer or other disposition of such Gaming Devices will only be permitted through a State licensed distributor.

3. The Tribe shall adopt, implement and thereafter maintain, regulatory monitoring procedures for Class III Gaming which are substantially consistent with or superior to the regulatory monitoring procedures adopted and implemented by the Board. In accordance with Article XII, Paragraph 4 of this Compact, the Tribe shall provide reports demonstrating implementation of this monitoring program to the Board on an annual basis.

4. Should the Tribe seek to deploy or permit a new form of Class III Gaming, the Tribe agrees that the testing and approval by the State will be a condition precedent to the exposure of the new form of Class III Gaming for play.

5. The Tribe shall ensure that all Associated Equipment used in conjunction with Class III Gaming shall be approved by the State and will meet

the standards established by the State; however, such approval or standards may be waived by the Chairman. The State agrees to provide the Tribe informational materials specifying the standards to be met with regard to such Associated Equipment. Should the Tribe wish to utilize a new type of Associated Equipment used in conjunction with Class III Gaming which has not previously been approved, the Tribe agrees that the testing and approval by the Board or waiver by the Chairman is a condition precedent to the use of the Associated Equipment.

6. The Tribe shall ensure that each Tribal Gaming Operation complies with all State surveillance standards applicable to the comparable casino category based on gross gaming revenue and/or number or type of games offered at a Non-Tribal Gaming Operation. The Tribe shall further ensure compliance with any changes to the State's surveillance standards.

7. To ensure that the suitability of those involved in Class III Gaming is consistent with Non-Tribal Gaming Operations, the Tribe agrees that any Person or entity, including the Tribe, operating or having any ownership interest in a Tribal Gaming Operation shall be required to comply with all federal laws and regulations pertaining to controlled substances.

ARTICLE V
STATE ACCESS TO TRIBAL GAMING ESTABLISHMENTS LOCATED
WITHIN THE TRIBE'S INDIAN LANDS

1. Upon not less than twenty-four (24) hours prior notice to and coordination with the Tribal Gaming Agency, including providing an opportunity for a designee of the Tribal Gaming Agency to accompany them, the agents or employees of the Board may, at reasonable times and for reasonable durations,

enter any Tribal Gaming Operation to inspect all Class III Gaming conducted therein, including all Gaming Devices and Associated Equipment as well as to investigate, determine, and audit whether each of the terms, conditions, provisions, and limitations of this Compact have been, and continue to be, complied with by the Tribe and any Person or entity conducting Class III Gaming. Investigative and auditing activities by Board agents or employees are limited solely to the Class III Gaming conducted by the Tribe or any Person or entity conducting such Class III Gaming. The Tribe agrees not to restrict access by such agents or employees. Once State agents or employees arrive at the Tribal Gaming Operation, they shall immediately notify the managerial employee of the Tribal Gaming Operation. Furthermore, such agents or employees shall enter such Tribal Gaming Establishment only to the extent necessary to fulfill their legitimate functions as set forth herein. Such Board agents or employees shall not discriminate against the Tribe by intruding either more frequently or more intensively upon Tribal Gaming Operations than they would upon similarly situated non-Tribal Gaming Operations. Furthermore, such agents and employees shall not, through use of the inspection authority under this paragraph, enter upon any Tribal Gaming Operation for purposes, nor shall they conduct any activity, other than those specifically indicated in this paragraph.

ARTICLE VI
MANUFACTURE OF GAMING TOKENS AND CHIPS

The Tribe may manufacture or otherwise obtain, or authorize any Person or entity licensed by the Tribe to manufacture or otherwise obtain, its own gaming tokens and chips to be used in Class III Gaming subject to the following:

1. The Gaming tokens and chips shall meet the standards and specifications set forth by the State and be approved by the Board prior to any use;

2. The Tribe expressly agrees to ensure that any Gaming tokens or chips that are presented for redemption by any lawful holder of such tokens or chips are redeemed for face value in United States Dollars; and

3. The Tribe expressly agrees to ensure that all Tribal Gaming Operations comply with Commission Regulations 12.060 and 12.080 regarding gaming tokens or chips.

ARTICLE VII **JURISDICTION**

1. **Tribal Jurisdiction.** The Tribe shall have exclusive jurisdiction, subject to any jurisdiction the United States may concurrently exercise, to regulate Tribal Gaming Operations, except the State shall have such concurrent jurisdiction as is agreed to herein. Prosecution for violations of the Tribe's laws or violations of federal laws pertaining to Class III Gaming on the Tribe's Indian Lands shall be pursued in Tribal or federal court, whichever is the appropriate forum. In the case of Non-Indian violators, the Tribe shall either take civil action to stop the violation or request the United States Attorney to take criminal action against the violation in federal court. In the event the United States declines prosecution, the Tribe may request and the State, at the State's discretion, may prosecute any non-Indians for violations of State gaming law, which shall include, without limitation, violations under Chapter 462 through 465 and § 205.060 of the NRS.

2. **State Jurisdiction.** The State agrees that its jurisdiction over Class III Gaming occurring on the Tribe's Indian Lands and individuals or entities involved therewith is limited to the jurisdiction over Class III Gaming provided for in this Compact. In acknowledgement of the State's limited jurisdiction or involvement therein, the parties agree as follows:

(a) The Tribe shall not represent or imply in any format, oral, written or otherwise, that Tribal Gaming Operations are regulated by the State, the Board, or the Commission, except to the extent any such regulation is agreed to under this Compact.

(b) That signs containing the following language shall be prominently displayed at all public entrances to Tribal Gaming Establishments:

NOTICE

THIS FACILITY IS REGULATED BY THE WASHOE TRIBE OF NEVADA AND CALIFORNIA AND IS OPERATED IN ACCORDANCE WITH A COMPACT NEGOTIATED BETWEEN THE TRIBE AND THE STATE OF NEVADA, WHICH HAS BEEN APPROVED BY THE UNITED STATES SECRETARY OF THE INTERIOR. UNDER THE COMPACT, THE TRIBE (NOT THE STATE) LICENSES THIS FACILITY. HOWEVER, ALL CLASS III SLOT MACHINES, GAMING DEVICES AND TABLE GAMES ARE APPROVED BY THE STATE AND MEET ESTABLISHED STATE STANDARDS.

ARTICLE VIII
TAXATION

All of the Tribe's Net Revenues received from Class III Gaming conducted on the Tribe's Indian Lands shall be used for the public purposes specified by IGRA, which are: a) to fund tribal government operations or programs; b) to provide for the general welfare of the Indian Tribe and its members; c) to promote

tribal economic development; d) to donate to charitable organizations; and e) to help fund operations of local government agencies.

If at any time any Person or entity other than the Tribe acquires any interest with respect to Net Revenues from Class III Gaming, the Tribe shall adopt a scheme of taxation with respect to such Person or entity that is at least as stringent as the State's system of gaming taxation, as it now exists or is hereafter amended and impose such system of taxation on such Person or entity. The State shall have no taxing jurisdiction over any aspect of Class III Gaming located on the Tribe's Indian Lands.

ARTICLE IX **STATE SERVICES**

1. The Tribe may request from the Board that it inspect any particular form of Class III Gaming or Associated Equipment to address a concern of the Tribal Gaming Operation or a public complaint to the Tribal Gaming Agency. However, the Board shall not have an affirmative duty or obligation to provide the assistance requested. If the Tribe requests such an inspection from the Board and the Board's agents determine that a particular form of Class III Gaming or Associated Equipment is mechanically defective or otherwise should not be exposed for play, then the Tribe shall ensure that it is sealed until repaired or the problem is otherwise resolved to the satisfaction of the Board and the Tribe. The Tribe agrees to reimburse the State for such services in accordance with the agreed upon fee schedule ("Appendix D"). Such fees shall be subject to change from time-to-time to reflect changes in costs, but the Tribe shall not be charged fees higher than similarly situated Non-Tribal Gaming Operations.

2. To the extent permitted by applicable State and Tribal law, the Tribe may contract with the State, through an interlocal agreement, to provide additional services related to the regulation of Class III Gaming by the Tribe. Areas of potential contractual assistance include, but are not limited to, providing consulting services on technical issues related to Class III Gaming Devices or Associated Equipment.

ARTICLE X
EMPLOYEE APPROVAL STANDARDS

It is expressly agreed by the parties that the requirements and standards provided in IGRA and the regulations of the National Indian Gaming Commission for licensing and background checks shall be adhered to as minimum standards.

1. Any Person or entity responsible for the operation or management of any Class III Gaming permitted under this Compact shall be required to submit to a background check and meet any and all requirements as set forth in Title 21 of the Tribe's Law and Order Code.

2. The Tribe agrees that all Tribal Gaming Operations shall not hire or retain, either as a Nevada Key Employee, or as a Gaming Employee, any Person or entity who is determined by the Board or Commission to be unsuitable to hold or retain a Nevada Key Employee license, or a Gaming Employee registration from the State, respectively, for employment in a similarly situated non-Tribal Gaming Operation. In furtherance of the preceding:

(a) The Tribe agrees that the State shall have concurrent jurisdiction over Nevada Key Employees as set forth herein. In addition to any requirements otherwise imposed by the Tribe, the Tribe shall require

that all Tribal Gaming Operations submit the names of Nevada Key Employees within thirty (30) days of occupying the Nevada Key Employee position, to the Tribal Gaming Agency, which shall, within five (5) business days, provide them to the Board, which shall, at its discretion, determine whether a Nevada Key Employee license is required. If required, the Tribe shall ensure that the Nevada Key Employee submits to the Board an application for licensing as a Nevada Key Employee within thirty (30) days after receipt of the Board's determination. All applications shall be processed by the Board just as any Non-Tribal Gaming Operation Nevada Key Employee applications are processed, including payment of application fees, pre-payment of investigative fees, depth of investigation, and appearance before the Board and Commission, if required. A determination of suitability shall be made by the Board and Commission in accordance with the suitability standards set forth in NRS chapter 463 and the regulations of the Commission applicable to similarly situated non-Tribal Gaming Operation Nevada Key Employees. The Tribe agrees that State licensed Nevada Key Employees shall have a continuing obligation to meet the suitability standards necessary to hold a Nevada Key Employee license and are subject to the Board's and Commission's jurisdiction for purposes of disciplinary action. In the event a Nevada Key Employee applicant is denied a Nevada Key Employee license or in the event a Nevada Key Employee license is subsequently revoked by the Commission, the Tribe shall ensure that such Nevada Key Employee is not hired or retained by any Tribal Gaming Operation.

(b) The Tribe agrees that the State shall have concurrent jurisdiction over Gaming Employees as set forth herein. In addition to any requirements otherwise imposed by the Tribe, the Tribe agrees that Gaming Employees working at any Tribal Gaming Operation shall be subject to the provisions of NRS 463.335 - .337 and the Tribe shall ensure compliance with such provisions by Gaming Employees and Tribal Gaming Operations. If, in accordance with the provisions of NRS 463.335, the Board objects to or suspends a Gaming Employee registration, the Tribe agrees that such Gaming Employee shall not be allowed to work as a Gaming Employee at any Tribal Gaming Operation subject to any hearing and review as provided for in NRS 463.335 and subject to the Tribe's rights as further described in subpart (c) below.

(c) The Tribe shall have the right to participate in Nevada Key Employee and Gaming Employee suitability determination processes, including the right to present evidence, witnesses, and arguments, either in support of or in opposition to the Board's suitability determination. In determining whether a determination of suitability is necessary or whether a Person or entity would be unsuitable for a Nevada Key Employee license or Gaming Employee registration, the Board and Commission shall conduct the investigation within the same time frames and shall employ the same suitability standards as would be applicable to similarly situated Applicants in a similarly situated Non-Tribal Gaming Operation with due consideration given to the Tribe's positions taken as part of its participation in the suitability determination processes.

Notwithstanding any law or anything in this Compact to the contrary, an Applicant whose approval is denied by the Board and/or Commission has no right of judicial review of that determination. The sovereign immunity of the State, and their employees and agents, is expressly retained for such approval or denial decisions.

ARTICLE XI
REPORTING REQUIREMENTS AND INFORMATION EXCHANGE

1. In the spirit of mutual cooperation and in recognition of the desire of both the Tribe and State to protect the integrity and reputation of Gaming within the State, the State shall furnish to the Tribe, upon its request, the following financial reports:

(a) **Monthly Gaming Revenue Report.** This is a summary of gaming revenue information for nonrestricted gaming. Each monthly report shall contain the most recent monthly, three-month, and twelve-month data. Whenever possible, slot machine data will be furnished to the Tribe by denomination, number of locations reporting, number of units, and win amount for each denomination.

(b) **Quarterly Statistical Report.** This is a general summary of the State's Gaming revenue.

(c) **Nevada Gaming Abstract.** This is an annual financial analysis of gaming operations which produce more than \$1 million in Gaming revenue per year.

(d) Any general information, statistical or financial information deemed necessary by the State and Tribe to protect the integrity of any gaming operation within the boundaries of the State.

2. For Nonrestricted Tribal Gaming Operations, the Tribe shall furnish to the State the following financial and statistical data on a monthly basis in a format agreed upon by the State and the Tribe:

(a) For each Group I and Group II Tribal Gaming Operation, the Tribe shall submit to the Board a completed "Monthly Gross Revenue Statistical Report" (NGC-31) for each month of operation.

(b) Any monthly, quarterly, or annual financial reports developed, by any Nonrestricted Tribal Gaming Operations, from or relating to the Class III Gaming conducted on the Tribe's Indian Lands.

(c) Any statistical or financial information deemed necessary by the Tribe and State to protect the integrity of Class III Gaming on the Tribe's Indian Lands.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

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

2. **Minors.** The Tribe agrees to prohibit any person under the age of 21 years from engaging either directly or indirectly in any Class III Gaming, or loitering in or about any area within a Tribal Gaming Establishment where Class III Gaming is operated or conducted.

3. **List of Excluded Persons.** The Tribe agrees to incorporate the State's List of Excluded Persons (aka Blackbook) into the Tribe's List of Barred Persons. The State agrees to consider for inclusion in the State's List of Excluded Persons any person recommended by the Tribal Gaming Agency.

4. **Internal Controls.** The Tribe shall adopt, and thereafter maintain, minimum internal control standards and internal control procedures for Class III Gaming which are substantially consistent with or superior to the Minimum Internal Control Standards (MICS) and Internal Control Procedures (ICP's) adopted by the Board and Commission for nonrestricted licenses set forth in Commission regulations 6.090 and 6.100 (for Group I or II, as applicable). The minimum internal control standards and internal control procedures adopted pursuant to this Section shall be submitted to the Board within thirty (30) days of their adoption by the Tribe. It shall be a material breach of this Compact if the minimum internal control standards and internal control procedures adopted by the Tribe are not consistent with or superior to the MICS and ICP's adopted by the Board.

5. **Cash Transaction Reporting.** The Tribe hereby agrees to comply with the requirements of the Bank Secrecy Act and applicable federal regulations as they may apply.

6. **Minimum Bankroll.** Tribal Gaming Operations shall maintain cash or cash equivalents in an amount sufficient to reasonably protect patrons against defaults in gaming debts owed by the Tribal Gaming Operation. The amount of the minimum bankroll shall be calculated and reviewed in the same manner as calculated and reviewed by the Board for a Non-Tribal Gaming Operation.

7. Audited Financial Statements. Upon submission to the National Indian Gaming Commission pursuant to 25 C.F.R. § 571.13, the Tribe shall also submit to the Board copies of all documents required to be prepared pursuant to 25 C.F.R. § 571.12 including the comparative financial statements for each Tribal Gaming Operation and the annual audit of the comparative financial statements for each Tribal Gaming Operation prepared by an independent certified public account. The State shall maintain all audit and financial records obtained under this section, or any other section of this Compact, strictly confidential, and shall not disseminate them to any member of the public for any purpose, except as required by Court order or applicable federal law.

8. Audit and Review for Compact Compliance and Compliance with the Minimum Internal Control Procedures. The Tribe shall ensure that each Tribal Gaming Operation engages an independent accountant, licensed by the Nevada State Board of Accountancy, to perform the reviews and audits of Nonrestricted Tribal Gaming Operations, for compliance with all terms of this Compact, and the MICS and ICPs, as applicable, adopted by the Tribe, other than inspections of Gaming Devices, pursuant to procedures substantially consistent with the State review and audit procedures of non-tribal licensees, and to submit to the Tribal Gaming Agency at least two (2) copies of a written report of the compliance with the provisions of this Compact. The independent accountant shall report each event and procedure discovered by or brought to the accountant's attention that the accountant believes does not satisfy this Compact, or the MICS or ICPs, as applicable, adopted by the Tribe. Not later than one hundred fifty (150) days after the end of the Tribe's business year, the

Tribal Gaming Agency shall submit to the Board a copy of the accountant's report and any other correspondence directly relating to the Tribal Gaming Operation's statement addressing each item of noncompliance noted by the accountant and describing the corrective measures being taken.

9. **Third Party Beneficiaries.** This Compact is not intended to and shall not be construed to create any right on the part of a third party to bring any action to enforce any of its terms.

10. **Complete Agreement.** This Compact, together with all addenda, sets forth the full and complete agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

11. **Construction.** Neither the presence in any other Tribal-State compact of language which is not included in this Compact, nor the absence in this Compact of language which is present in another Tribal-State compact shall be a factor in construing the terms of this Compact.

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

13. **Adoption of Laws by the Tribe.** The Tribe shall enact such resolutions, ordinances, statutes, or regulations as may be necessary to carry out and effectuate the purpose and terms of this Compact.

14. **Compliance with Generally Accepted Accounting Standards.** All financial and accounting reports, records and compilations established and maintained pursuant to or under this Compact shall adhere to Generally Accepted Accounting Standards.

15. **Word Meanings.** As used herein, the singular shall include the plural and the masculine includes the feminine, and vice versa, unless the context otherwise requires.

16. **Class I and Class II Gaming.** This Compact shall not apply to any Class I or Class II Gaming within the Tribe's Indian Lands and shall not confer upon the State any jurisdiction or any authority over such Class I or Class II Gaming conducted on the Tribe's Indian Lands. This Compact in no way restricts operation of Class II Gaming within a Tribal Gaming Establishment and any designated area where Class II Gaming is exclusively conducted within the Tribal Gaming Establishment shall not be regulated by the State.

17. **Expansion of Class III Gaming.** If, after the effective date of this Compact, the State authorizes any new Game or Gaming Device, which would be classified as Class III Gaming under IGRA, the Tribe may expose such new Game or Gaming Device under the same terms and conditions pursuant to which the State authorizes such new Game or Gaming Device.

ARTICLE XIII **DEFAULT AND TERMINATION**

1. **Default.** In the event of substantial and continuing failure by one of the parties in the performance of its obligations under this Compact, the parties agree that the party alleging a default shall notify in writing the other party of such alleged default and demand a correction of such default within ninety (90) days after receipt of such written notice. If the party in default fails to remedy such default within ninety (90) days, the parties shall meet within thirty (30) days thereafter in an effort to resolve any dispute regarding the alleged default. If the dispute is not resolved to the satisfaction of the parties within thirty (30) days

after meeting, either party may pursue any lawful remedy in accordance with Article XV. Nothing herein shall preclude, limit or restrict the ability of the parties to pursue, by mutual written agreement, alternative methods of dispute resolution including, but not limited to, mediation or arbitration.

Without limiting in any way what constitutes a default, the failure to maintain or enforce a minimum bankroll pursuant to Article XII, Paragraph 6 of this Compact, the failure to adopt and enforce the Tribe's Minimum Internal Control Standards for Gaming pursuant to Article XII, Paragraph 4 of this Compact, or a substantial violation of Title 21 of the Tribe's Law and Order Code shall be grounds for initiating the default provisions.

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

ARTICLE XIV **AMENDMENTS**

This Compact may be amended only with the consent of both parties and only by written instrument signed by both parties and approved by the United States Secretary of the Interior. If applicable law is amended in any way affecting the terms of this Compact, the parties agree to negotiate in good faith to amend this Compact so as to achieve the objectives provided for and to ensure compliance with all applicable laws. In the case of a change in law which would prohibit Class III Gaming authorized under this Compact, the Tribe and the State shall engage in good faith negotiations to establish a reasonable period of time during which such Class III Gaming may continue in order to enable any Tribal

Gaming Operation to receive a reasonable return on investments made in order to conduct Class III Gaming pursuant to this Compact.

ARTICLE XV
DISPUTE RESOLUTION AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

In the event that a dispute arises under this Compact, it is agreed by the Tribe and the State that it may be resolved in a federal court of competent jurisdiction with venue in Washoe County, Nevada, and any court to which decisions of such federal court may be appealed, provided that the parties have first attempted to resolve the dispute in accordance with the informal procedures set forth within Article XIII(1). The Tribe and the State expressly consent to a limited waiver of sovereign immunity necessary to authorize either party to be sued therein, provided that such waiver of sovereign immunity is expressly limited to the following:

- (1) Disputes limited solely to issues arising under this Compact;
- (2) Available relief is limited to declaratory or injunctive relief, including claims seeking specific performance of a provision of this Compact. Neither the Tribe nor the State may make any claim for monetary damages and neither party waives its sovereign immunity for an award of monetary relief including, but not limited to, punitive and exemplary damages and an award of costs or attorney's fees; and
- (3) Where no Person or entity other than the Tribe and the State is a party to the action.

ARTICLE XVI
TERMINATION OF PRIOR COMPACT

The Tribe and State, upon and only upon the approval of this Compact by the United States Secretary of the Interior, hereby agree, that the current Slots Only compact executed by Tribe and State on or about February 23, 2004, which regulates Class III Gaming on the Tribe's Indian Lands, and was deemed approved by the United States Secretary of the Interior on or about May 6, 2004, shall be terminated, and null and void for all purposes. Should this Compact not be approved and become effective, regardless of reason, then and in that event, the Slots Only Gaming Compact deemed approved on May 6, 2004, shall remain in full force and effect and shall govern all Class III Gaming on the Tribe's Indian Lands as provided therein.

ARTICLE XVII
NOTICES

All notices, payments, requests, reports, information or demands shall be personally delivered, or sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at its address appearing below or such other address as a party shall hereafter inform the other party hereto by written notice.

To the Tribe:

Chairman / Chairperson
Washoe Tribe of Nevada and California
919 Highway 395, South
Gardnerville, Nevada 89410

With copies to:

Washoe Tribe Gaming Commission Chair
Washoe Tribe of Nevada and California
919 Highway 395, South
Gardnerville, Nevada 89410

General Counsel
Washoe Tribe of Nevada and California
919 Highway 395, South
Gardnerville, Nevada 89410

To the State:


Chairman
Nevada Gaming Control Board
P.O. Box 8003
Carson City, Nevada 89706

With a copy to:

Nevada Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

IN WITNESS WHEREOF, the parties hereto have caused this First Amended Compact to be duly executed. The execution of this First Amended Compact shall be the last date of signature by either party and shall become effective upon approval of the United States Secretary of the Interior.

WASHOE TRIBE OF NEVADA AND CALIFORNIA



NEIL MORTIMER, Chairman

Date 9/2/2017



LITTLE FAWN BOLAND, Legal Counsel

Date 9/7/17

STATE OF NEVADA

[Signature]
BRIAN SANDOVAL, Governor

Date 10-23-17

[Signature]
ADAM P. LAXALT, Attorney General

Date 10/16/17

[Signature]
A.G. BURNETT, Chairman,
Nevada Gaming Control Board

Date 9/26/17

[Signature]
MICHAEL SOMPS, Senior Deputy Attorney General

Date 11/7/17

[Signature]
Nevada State Board of Examiners

Date 11/1/17

DEPARTMENT OF THE INTERIOR

Assistant Secretary
Indian Affairs

Date _____

State of Nevada
County of Washoe

This instrument was acknowledged before me on November 7, 2017
by Michael P. Somps, as Senior Deputy Attorney General of the Gaming
Division.

[Signature]
Notary

