



# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, D.C. 20240

JUL 26 1996

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

Dear Chairman Hoferer:

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

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

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

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

Sincerely,

/S/ Ada E. Deer

Ada E. Deer

Assistant Secretary - Indian Affairs

Enclosures

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

1  
2 SLOTT ROUTE COMPACT BETWEEN  
3 THE WALKER RIVER PAIUTE TRIBE  
4 AND THE STATE OF NEVADA  
GOVERNING CLASS III GAMING

5 **AUTHORITY**

6 This Agreement is made by and between the WALKER  
7 RIVER PAIUTE TRIBE ("Tribe") and the STATE OF NEVADA ("State"),  
8 pursuant to Public Law 100-497, the Indian Gaming Regulatory  
9 Act, codified at 25 U.S.C. §§ 2701 2721 and 18 U.S.C. §§  
10 1166-1168 ("IGRA"). The Tribe has authority under its  
11 Constitution and By-laws to enter into this Compact and by  
12 authority of the duly enacted Tribal resolution that is  
13 attached to this Agreement (Appendix A). The State is  
14 authorized to enter into this Agreement by Section 11(d)(3)(B)  
15 of the IGRA and the provisions of Nevada Revised Statutes §§  
16 277.080 to 277.170.

17 **PURPOSE**

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

25 **RECITALS**

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

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

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

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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

24          12. The term "operator of a slot route" means a  
25 person licensed by the State of Nevada, who under any agreement  
26 whereby consideration is paid or payable for the right to place  
27 slot machines, engages in the business of placing and operating  
28

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

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

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

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

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

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

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

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

19 **ARTICLE I. AUTHORIZED CLASS III GAMING**

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

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

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

3 2. Gaming Devices.

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

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

14 3. Gaming Device and Associated Equipment Inspec-  
15 tions.

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

23 **ARTICLE II. JURISDICTION**

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



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

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

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

21 b. The Tribe agrees not to allow the placement  
22 of gaming devices on the reservation until the Nevada  
23 Gaming Commission has granted a license to the  
24 operator of the slot route for the reservation  
25 facility.  
26  
27  
28

1                   **ARTICLE III. COMPENSATION FOR STATE SERVICES**

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

- 5                   a. All investigative and application fees; and  
6                   b. An amount equal to the normal fees and taxes  
7 as would be applicable to such a slot operation  
8 on non-reservation land.

9                   **ARTICLE IV NON-DISCRIMINATION**

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

15                  **ARTICLE V. MISCELLANEOUS PROVISIONS**

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

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

1 ARTICLE VI. TERM

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

10 ARTICLE VII. DEFAULT AND TERMINATION

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

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

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

#### 8 ARTICLE VIII. AMENDMENTS

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

#### 16 ARTICLE IX. SEVERABILITY

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

#### 24 ARTICLE X. NOTICES

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

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

4 To the Tribe:  
5 Tribal Chairman  
6 Raymond Hoferer  
7 Walker River Paiute Tribe  
8 P.O. Box 220  
9 Schurz, Nevada 89427

10 To the State:  
11 Chairman  
12 State Gaming Control Board  
13 1150 E. William Street  
14 Carson City, Nevada 89710

15 With a copy to:  
16 Chief Deputy Attorney General  
17 Attorney General's Office, Gaming Division  
18 1000 East William Street, Suite 209  
19 Carson City, Nevada 89710  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

6 WALKER RIVER PAIUTE TRIBE

7 Raymond A. Hoferer  
8 RAYMOND HOFERER, Chairman

DATED: 2/21/96

9 STATE OF NEVADA

10 Bob Miller  
11 BOB MILLER, Governor

DATED: \_\_\_\_\_

12 STATE OF NEVADA

13 William A. Bible  
14 WILLIAM A. BIBLE, Chairman  
15 State Gaming Control Board

DATED: 3/25/96

16 FRANKIE SUE DEL PAPA  
Nevada Attorney General

17 A. Scott Bodeau  
18 A. SCOTT BODEAU  
19 Chief Deputy Attorney General  
Gaming Division

DATED: 2-29-96

20 ASSISTANT SECRETARY - INDIAN AFFAIRS

21 Ada E. Deer  
22 ADA E. DEER  
23 State of Nevada  
County of Carson

DATED: 7-26-96

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

Melissa Mendoza

