

**CLASS III TRIBAL- STATE  
GAMING COMPACT**

---

**Between**

**THE ASSINIBOINE AND SIOUX TRIBES OF THE  
FORT PECK INDIAN RESERVATION**

**And**

**THE STATE OF MONTANA**

**CLASS III TRIBAL-STATE GAMING COMPACT**  
**Between**  
**THE ASSINIBOINE AND SIOUX TRIBES OF THE**  
**FORT PECK INDIAN RESERVATION**  
**And**  
**THE STATE OF MONTANA**

**I. AUTHORITY**

This Class III Tribal-State Gaming Compact (“Compact”) is made by and between the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation (“Tribes”) and the State of Montana (“State”) pursuant to the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §2701, *et seq.* (“IGRA”). The Tribes are authorized to enter into this Compact by Tribal Executive Board Resolution No. 26-1593-2012-10. The State is authorized to enter into this Compact by IGRA Section 11(d)(3)(B), 25 U.S.C. §2710(d)(3)(B) and the provisions of the Montana State-Tribal Cooperative Agreements Act, Montana Code Annotated (“MCA”) §§ 18-11-101, *et seq.*

**II. PURPOSE**

The purpose of this Compact is to provide for the operation of, and to define the licensing and regulatory authority of the Tribes and the State for, Class III gaming on the Fort Peck Indian Reservation conducted pursuant to IGRA and other applicable law .

**III. DEFINITIONS**

**A. “ARM.”** The term “ARM” means the Administrative Rules of Montana.

**B. “Gaming.”** The term “gaming” means those Class III gaming activities authorized under, and conducted in accordance with, this Compact.

**C. “Indian lands.”** The term “Indian lands” means any land within the Reservation now or hereafter owned in fee by the Tribes, or held in trust by the United States for the benefit of, the Tribes or an Indian who is a member of a federally-recognized Indian tribe.

**D. “MCA.”** The term “MCA” means the Montana Code Annotated.

**E. “Non-Indian lands.”** The term “Non-Indian lands” means any land within the Reservation not qualifying as Indian lands.

**F. “Party” or “Parties.”** The terms “Party” and “Parties” mean the Tribes and/or the State.

**G. “Premises.”** The term “premise” or “premises” means the permanent physical building within which an authorized gambling activity occurs.

**H. “Regulate.”** The term “regulate” means the power to control through statute, ordinance, resolution, administrative rule, guideline or administrative procedure and to impose fees, assessments, and penalties only consistent with IGRA and other applicable law.

**I. “Reservation.”** The term “Reservation” means the Fort Peck Indian Reservation as established in the Agreement of December 28 and December 31, 1886, and statutorily confirmed by the Act of May 1, 1888, 25 Stat. 113.

**J. “Secretary.”** The term “Secretary” means the Secretary of the United States Department of the Interior.

**K. “State.”** The term “State” means the State of Montana or any agency thereof.

**L. “State Gaming Agency.”** The term “State Gaming Agency” means the Gambling Control Division of the Montana Department of Justice.

**M. “Tribal Executive Board.”** The term “Tribal Executive Board” means the governing body of the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation.

**N. “Tribal Gaming Agency.”** The term “Tribal Gaming Agency” means the Fort Peck Tribal-State Oversight Commission or such other agency which the Tribes may designate by written notice to the State as the tribal agency responsible for regulatory oversight of gaming under this Compact.

**O. “Tribes.”** The term “Tribes” means the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, as well as any agency, organization or subdivision of the Tribes or any corporate entity in which such the Tribes are the sole owner.

**P. “Indian.”** The term “Indian” means a member of an Indian tribe that is recognized as a Tribe by the Secretary of the Interior and listed as a recognized Tribe in the *Federal Register*.

#### **IV. JURISDICTION OF THE TRIBES AND STATE**

**A.** The Tribes shall have jurisdiction exclusive of the State jurisdiction which may be concurrent with any jurisdiction of the United States, to license and regulate all Class III gaming conducted by the Tribes or Indians on the Reservation. This Compact shall not be construed to limit or otherwise affect tribal or federal criminal jurisdiction on the Reservation.

**B.** The State shall have authority concurrent with that of the United States to prosecute non-Indians for violations of this Compact. For purposes of such prosecution only, the provisions of the gambling laws of the State of Montana are incorporated by reference. If a Compact violation by a non-Indian occurs on trust lands regulated by the Tribes, the Tribal Executive Board shall promptly initiate civil enforcement actions under tribal laws, or request that federal criminal enforcement action be taken to prosecute the violations. If the United States defers to the State, the State may criminally prosecute the non-Indian violator, *provided* that the State shall first confer with the Tribal Executive Board.

## **V. PERMITTED GAMING AND APPLICABLE LAW AND RULE**

Subject to the jurisdictional authorities and the prohibitions and limitations set forth in this Compact, the Class III gaming conducted hereunder shall be permitted and regulated by the Tribal Gaming Agency in conformity with applicable State law and rule, **unless otherwise noted below.**

The following gaming may be conducted under this Agreement:

**A.** Class III Video Gaming Machines which offer video bingo, video poker, video keno or video line games, licensed by the Tribes for operation at tribal or Indian-owned casinos, are permitted when operated in compliance with the following:

1. no prize may exceed the value of \$2,500.00 for all “regular stakes” gaming on Class III video gaming machines;
2. the Tribes may offer “high stakes” gaming at up to 20 percent of the Class III video gaming machines within any Premises for which “high stakes” prizes may be greater than the “regular stakes” limit of Subsection V.A.1 up to a maximum of \$5,000.00;
3. currently, a total of 76 tribally-licensed Class III video gaming machines are in operation within the Reservation, and this Compact authorizes the Tribes to operate an additional 750 Class III video gaming machines at tribal casinos within the Reservation;
4. no more than \$10.00 may be wagered per play on a “regular stakes” Class III video gaming machine, and no more than \$50.00 may be wagered per play on a “high stakes” Class III video gaming machine;
5. all Class III electronic games of chance will comply with the technical standards of the Montana Department of Justice, Gambling Control Division as set out in the ARM 23.16.1901-1911, 23.16.1920 and, where applicable, the definitions in 23.16.1802 (“Technical Standards”) subject the following exceptions:

- a) any definitions of bingo or electronic bingo that are electronic, computer or other technological aids to the Class II game of bingo, as defined by IGRA or regulations promulgated by the National Indian Gaming Commission at 25 CFR Part 502, and
  - b) any definitions or rules relating to the licensing or permitting of video gambling machine owners or operators; and
6. a Class III video gambling machine authorized under this Compact shall be tested and approved by the Tribes prior to placement on the Reservation. Any gambling device approved and licensed by the Tribes under this Compact must meet all technical requirements as set forth in the “Technical Standards” Appendix A.

**B. Live Poker** licensed by the Tribes for play at tribal- or Indian-owned casinos, when conducted in compliance with the following:

1. live poker games will comply with MCA Title 23, Chapter 5, Part 3 and ARM 23.16.1101-1240, subject to the following exceptions:

- a) the prize for an individual live poker game may not exceed \$2,500.00 on “regular stakes” games and \$5,000.00 on all “high stakes” games;
- b) approximately 20 percent of the live poker games may be “high stakes” games;
- c) the Tribal Executive Board shall not be subject to the licensing provisions of state law;
- d) live poker games may be conducted 24 hours a day without limit as to the number of tables;
- e) the rules of play and maximum percentage rake-off shall be posted in a prominent place in each premises where live poker games are conducted.

**C. Simulcast Racing** regulated by the Tribes and the National Indian Gaming Commission for play at tribal or Indian-owned casinos, when conducted in compliance with the provisions of MCA Title 23, Chapter 4 and ARM 32.28.101-1809, and when conducted in compliance with the following:

- 1. simulcast racing must be with a network approved by the Tribal Gaming Agency to operate within the Reservation, and
- 2. not pay any state or local tax assessments, but shall pay other standard fees charged by the network.

**D. Calcutta Pools**

**E. Fishing Derbies and Betting on Natural Occurrences**

**F. Lotteries** may be conducted on the Reservation to the extent that:

1. such games are authorized by the Montana Lottery subject to the provisions of MCA 23-7-412, and
2. such games are conducted and operated by the Tribes in a manner that provides security at least as stringent as the Montana Lottery.

**G. Shake-A-Day and Shaking for Music or Drinks**

**H. Raffles**

**I. Live Keno** licensed by the Tribes for play at tribal or Indian-owned casinos, when conducted in compliance with the following:

1. live keno games will comply with ARM 23.16.1301-1306, subject to the following exceptions:

- a) the price for an individual live keno card may not exceed \$1.00;
- b) the prize may not exceed the value of \$2,000.00 for each individual keno card;
- c) it is unlawful to, in any manner, combine any awards so as to increase the ultimate value of the award;
- d) the Tribal Executive Board shall not be subject to the licensing provisions of state law;
- e) live keno games may be conducted 24 hours a day without limit as to the number of tables; and
- f) the rules of play and maximum percentage rake-off shall be posted in a prominent place in each premises where live keno games are conducted.

**J. Sports Pools and Sports Tab Games**

**K. Fantasy Sports Leagues**

## **VI. GENERAL REGULATIONS**

The following provisions shall apply to all gaming activities conducted pursuant to this Compact at tribal and Indian-owned casinos on the Reservation.

**A.** Tribal and Indian-owned casinos in which Class III gaming is available shall be regulated solely by the Tribal Gaming Agency, pursuant to the terms of this Compact and other applicable law and rule.

**B.** Persons under 18 years of age shall not participate in any gaming activity, except as permitted under State and tribal law regarding fishing derbies and charitable raffles.

**C.** A person who is not physically present on the Premises where the gaming activity is actually conducted may not be allowed to participate, except for the following which are to be conducted in compliance with this Compact and applicable law and rule: (1) simulcast racing, (2) raffles, and (3) lottery games.

**D.** The consideration paid for the chance to play shall be strictly cash. Every participant must present the money with which he/she intends to play the game at the time the game is played. No check, credit card, note, IOU, or other evidence of indebtedness shall be offered or accepted as part of the price of participation in such game or as payment of a debt incurred therein. No person or organization shall be permitted to offer credit for gaming for a fee. This restriction shall not apply to credits won by players who activate gambling machines after inserting coins or currency into the machines, and shall not restrict the right of the Tribes 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.

## **VII. BACKGROUND INVESTIGATIONS AND LICENSING OF EMPLOYEES AND MANAGER**

**A.** The Tribes, prior to placing a prospective employee whose responsibilities include the operation or management of gaming, shall obtain releases and then shall investigate the backgrounds of all potential employees. The Tribes shall conduct this background check and prepare a written report regarding each applicant within 30 days of receipt of the employment application.

**B.** The Tribes may employ any person whose prior financial or other activities or criminal record indicates that he or she:

1. does not pose a threat to the public interest;
2. does not pose a threat to the effective regulation and control of gaming;

3. does not create a danger of illegal practices, methods, or activities in the conduct of gaming or in the carrying on of the business and financial arrangements incidental to gaming;
4. has not been convicted of a felony offense within five (5) years of the date of application or is on probation or parole or under deferred prosecution for committing a felony offense; and
5. is not receiving a substantial amount of financing for the proposed operation from an unsuitable source -- a lender or other source of money or credit found to be unacceptable based upon the provisions of the foregoing Subsections B.1-4 may be considered an unsuitable source.

C. The Tribes may deny employment to a person who has falsified an application. If the falsification is determined after the person has been employed, the Tribes may terminate the employment.

#### **VIII. TRIBES MAY CONTRACT WITH STATE**

The Tribes may contract with the State to inspect and certify machines by paying a fee for each machine which does not exceed the actual cost incurred by the State for such inspections. Alternatively, and with the State's approval, the Tribes may contract with a private company with expertise and credentials for the inspection and certification of machines. In addition, the Tribes may contract with the State to conduct background and financial examinations of persons associated with any gaming operation allowed under this Compact.

#### **IX. ENFORCEMENT OF COMPACT PROVISIONS (Tribal Gaming Agency)**

The primary responsibility for the on-site regulation, control and security of the gaming operation authorized by this Compact and for the enforcement of this Compact shall be that of the Tribal Gaming Agency. The Tribal Gaming Agency shall investigate any reported violation of the Compact provisions and shall require correction of a confirmed violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. If requested by the Tribal Gaming Agency, the State Gaming Agency may assist in any investigation initiated by the Tribal Gaming Agency and provide other requested services to ensure proper compliance with the provisions of this Compact. Any such assistance or provision of services by the State shall be pursuant to written contract between the Tribes and the State.

#### **X. DEFAULT AND TERMINATION**

A. **Default by Tribes.** In the event of substantial and continuing failure by the Tribes in the performance of their obligations under this Compact, the State shall have the right.



at its option, to terminate this Compact, *provided* that the State shall have given 90 days written notice of such default to the Tribes, and the Tribes shall have failed to cure such default within 90 days after receipt of such written notice.

**B. Default by State.** In the event of substantial and continuing failure by the State in the performance of its obligations under this Compact, the Tribes shall have the right, at their option, to terminate this Compact, *provided* that the Tribes shall have given 90 days written notice of such default to the State, and the State shall have failed to cure such default within 90 days after receipt of such written notice.

**C. Voluntary Termination.** The Parties may jointly terminate this Compact by written instrument signed by both Parties.

**D. Continuing Duty to Bargain.** Upon termination of this Compact, the State shall negotiate in good faith with the Tribes over the terms and conditions of a subsequent Compact upon receipt of a request pursuant to 25 U.S.C. § 2710(d)(3)(A).

## **XI. MISCELLANEOUS TERMS**

**A. Effective Date and Term.** This Compact shall be effective upon publication in the *Federal Register* pursuant to 25 U.S.C. § 2710(d)(3)(B), and shall remain in effect until 10 years from its effective date (“Primary Compact Term”), or until a new Class III Compact executed by the State and the Tribes is approved by the Secretary, whichever comes first. However, upon expiration of the Primary Compact Term and all subsequent automatic renewal terms, this Compact shall be automatically renewed for a one (1) term, unless otherwise terminated in accordance with the provisions of Section X. Prior to expiration or termination of this Compact, the Parties may agree to the renewal of the Compact for a term mutually agreed upon.

**B. Amendments.** This Compact may be amended only with the consent of, and by written instrument signed by, both Parties. If IGRA or State 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 State and federal laws. In the case of a change in law that would prohibit gaming authorized under this Compact, the Tribes and the State shall engage in good faith negotiations to establish a reasonable period of time during which such gaming may continue in order to enable the Tribes and their investors (if any) to receive a reasonable return on investments made under this Compact and to provide tribal casino employees affected by the change in law with fair notice and transition time.

**C. Negative Declaration.** This Compact has been entered into to satisfy the requirements of IGRA. It is not intended to reflect or be viewed as reflecting in any other context either Party’s position with respect to the jurisdictional authority of the other. Nothing in this Compact or in any conduct undertaken pursuant thereto shall be deemed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to

implement and effectuate the Compact's terms. Neither this Compact nor conduct pursuant thereto shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of the Compact, or used to further either Party's equitable or legal position in any litigation unrelated to the subject matter of the Compact.

**D. Expansion of Class III Gaming.** If, after the date of this Compact, the State authorizes pursuant to State law (a) any form of gaming classified as Class III under IGRA in addition to those forms permitted by this Compact ("Additional Class III Games") or (b) wager, prize, machine or other limits or restrictions on gaming, including Additional Class III Games authorized under Subsection 2 below, less restrictive than those set forth in this Compact ("Less Restrictive Provisions"), then the following provisions shall apply:

1. the State shall promptly notify the Tribes of such Additional Class III Games or Less Restrictive Provisions;
2. this Compact shall be deemed amended to permit Additional Class III Games, *provided* that they are conducted in conformity with the least restrictive terms and conditions applicable to them under the State law;
3. this Compact shall be deemed amended so as to include such Less Restrictive Provisions; and
4. the Tribes may notify the State that they desire to amend this Compact to authorize such Additional Class III Games on the Reservation on terms and conditions less restrictive than those applicable to them under the foregoing provisions; upon such notice, the Parties shall in good faith endeavor to negotiate amendments to provide for such gaming by the Tribes hereunder in conformity with IGRA.

**E. Sale of Alcoholic Beverages.** The Tribes are authorized to sell, offer for sale, give away, or allow the consumption of alcoholic beverages within a Premises during the hours when casino gaming operations are conducted pursuant to this Compact.

**F. 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.

**G. Notices.** All notices and other communications required to be given hereunder by the Tribes and the State shall be deemed to have been duly given when delivered in person or posed by United States certified mail, return receipt requested, with postage prepaid, addressed as follows:

- (1) *If to the Tribes:*

Chairman  
Fort Peck Tribal Executive Board  
Post Office Box 1027  
Poplar, Montana 59255

(2) ***If to the State:***

Governor of the State of Montana  
Capitol Station  
Helena, Montana 59620

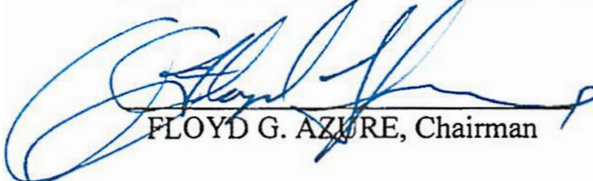
**H. Reservation of Rights.** Neither Party has waived or forfeited any of its rights, privileges, positions, or defenses with respect to the on-going negotiations on the long-term Compact. Each party reserves all rights, arguments and defenses that are available to it under the law, and nothing in the Compact shall be interpreted or construed as an express or implicit waiver of any such right, argument or defense. The Tribes' initiation and pursuit of such an action shall not diminish or otherwise impair their rights under this Compact.

DATED this \_\_\_ day of \_\_\_\_\_, 2012.

STATE OF MONTANA

  
BRIAN SCHWEITZER, Governor

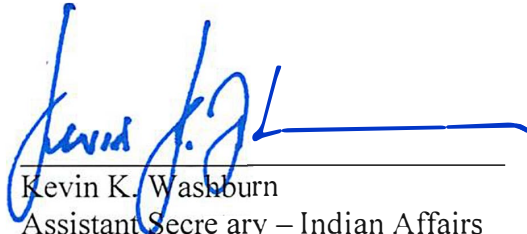
ASSINIBOINE AND SIOUX TRIBES  
OF THE  
FORT PECK INDIAN RESERVATION

  
FLOYD G. AZURE, Chairman

APPROVED pursuant to MCA § 18-11-105 on the date above written.

  
STEVE BULLOCK  
Attorney General, State of Montana

**APPROVED:**



Kevin K. Washburn

Assistant Secretary – Indian Affairs  
U.S. Department of the Interior

**DEC 20 2012**

Date