



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JUL 2 6 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.

960731-00205

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

cc: Phoenix Area Director w/copy of approved Compact
Supt., Western Nevada Agency w/copy of approved Compact
~~National Indian Gaming Commission~~ w/copy of approved Compact
Phoenix Area Field Solicitor w/copy of approved Compact
Nevada United States Attorney w/copy of approved Compact

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SLOT ROUTE COMPACT BETWEEN
THE WALKER RIVER PAIUTE TRIBE
AND THE STATE OF NEVADA
GOVERNING CLASS III GAMING

AUTHORITY

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

PURPOSE

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

RECITALS

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

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
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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 of 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, remiums, 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.

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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
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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
17 Nevada Attorney General

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

DATED: 2-29-96

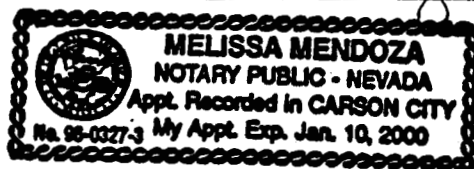
22 ASSISTANT SECRETARY - INDIAN AFFAIRS

23 Ada E. Deer
24 ADA E. DEER
25 State of Nevada
26 County of Carson

DATED: 7-26-96

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

Melissa Mendoza





Walker River Paiute Tribe

P.O. Box 220 • Schurz, Nevada 89427

Phone: (702) 773-2306

FAX: (702) 773-2585

RESOLUTION OF THE GOVERNING BODY
OF THE
WALKER RIVER PAIUTE TRIBE

RESOLUTION NO. 08-96

BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE WALKER RIVER PAIUTE TRIBE THAT:

WHEREAS, the Walker River Paiute Tribe of Nevada is organized pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the Walker River Paiute Tribal Council is the legal governing body of the Walker River Paiute Tribe organized according to the Constitution and By-Laws of the Indian Tribe; and

WHEREAS, the Tribal Council is empowered to enter into contracts and agreements with federal, state and local governments in Article VI, Section 1 (f), of its Constitution; and

WHEREAS, the Tribal Council has determined that it is in the best interest of the Tribe to negotiate an Intergovernmental Agreement with the State of Nevada transferring jurisdiction to license and to regulate Gaming on the Walker River Paiute Tribe Indian Reservation from the Tribe to the State; and

WHEREAS, the Walker River Paiute Tribal Council finds that the economic well being of the Tribal members can best be served by authorizing casino type gaming on the Nevada portion of the Reservation under the terms and conditions set forth in the Intergovernmental Agreement,

NOW THEREFORE BE IT RESOLVED, that the Walker River Paiute Tribal Council has negotiated with the State of Nevada through the Nevada Gaming Commission and the State Gaming Control Board, an Intergovernmental Agreement which calls for the Tribe to transfer its jurisdiction with the approval of the Secretary of the Interior to license and regulate gaming on the Walker River Paiute Indian Reservation and such other criminal jurisdiction that may be necessary to enforce the licensing and gaming regulations; and

BE IT FURTHER RESOLVED, that this Intergovernmental Agreement shall become effective upon the enactment of federal legislation authorizing such transfer of jurisdiction and the approval of the Secretary of the Interior by publishing this agreement in the Federal Register; and

Appendix A

Resolution No. WR-08-96

Page two

BE IT FUTHER RESOLVED, that the Tribal Chairman and the Secretary of the Walker River Tribal Council are hereby authorized to sign this Intergovernmental Agreement and charged with getting the appropriate signatures of the State of Nevada and the Secretary of the Interior approving this Agreement.

C E R T I F I C A T I O N

We, the undersigned, as the Chairman and the Secretary of Walker River Tribal Council, do hereby certify that the Walker River Tribal Council is composed of seven (7) members of whom four (4) constituting a quorum were polled on this 18th day of MARCH, 1996, and that the foregoing Resolution was adopted by the affirmative vote of 4 members.

WALKER RIVER TRIBAL COUNCIL

Vice Chairman Harold Miller

03-18-96

Raymond Hoferer, Chairman

Patricia Hicks

Patricia Hicks, Secretary

03-16-96
date

Raymond Hoferer, Chairman

Date

Harold Miller

Harold Miller, Vice-Chairman

3-18-96

Date

Patricia Hicks

Patricia Hicks, Secretary

3-18-96

Date

Ben Leyva

Ben Leyva, Treasurer

3-18-96

Date

Lou Lockwood Sr.

Lou Lockwood, Sr.

3-18-96

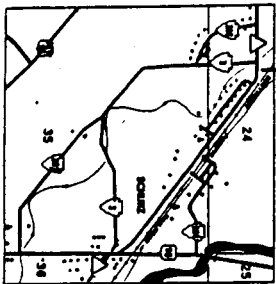
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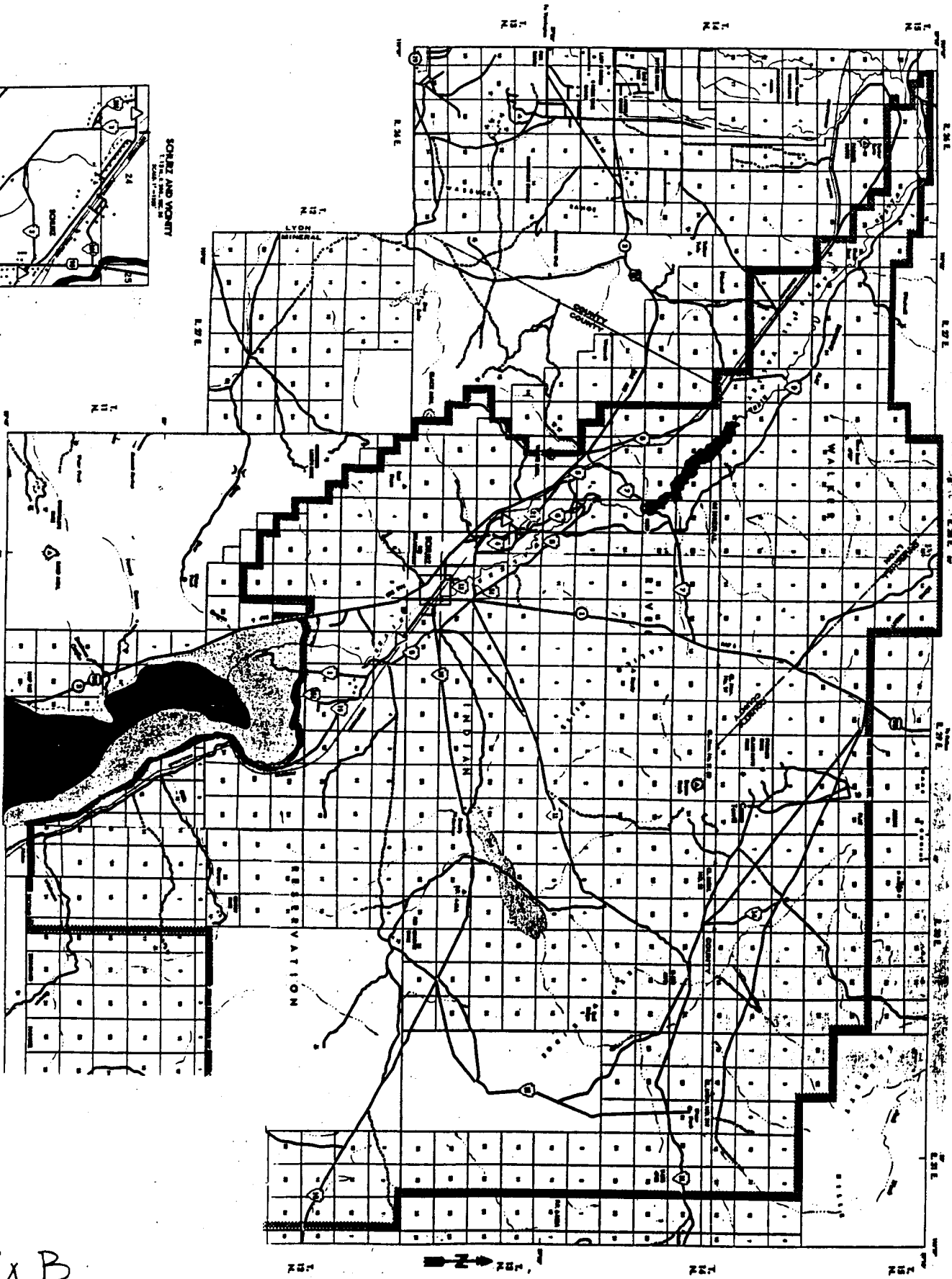
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SONEZ AND VONRT
1/16 SECTION, 1/4 SECTION, 1/2 SECTION

WALKER RIVER INDIAN RESERVATION



- 1/16 SECTION
- 1/4 SECTION
- 1/2 SECTION
- 1 SECTION
- 1/4 SECTION
- 1/2 SECTION
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