DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact.

SUMMARY: Pursuant to Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Slots Only Compact between the Moapa Band of Paiute Indians and the State of Nevada, which was executed on October 18, 1999.

DATES: This action is effective January 7, 2000.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4066.

Dated: December 9, 1999.

Kevin Gover,

Assistant Secretary—Indian Affairs.

[FR Doc. 00–324 Filed 1–6–00; 8:45 am]

BILLING CODE 4310–02–P

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

DEC 09 1999

Honorable Eugene Tom
Chairperson
Moapa Band of Paiute Indians
Box 340
Moapa, Nevada 89025

Dear Chairperson Tom:

On October 26, 1999, we received the Slots Only Compact between the Moapa Band of Paiute Indians (Tribe) and the State of Nevada (State), dated October 18, 1999. 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 delegated authority and Section 11 of 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.

We want to remind you that your Minimum Internal Control Standards must be in accordance with the National Indian Gaming Commission's (NIGC) regulations, set forth in 25 CFR Part 542.

Notwithstanding our approval of the Compact, Section 11(d)(1) of IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the NIGC. Regulations governing approval of Class II and Class III gaming ordinances are found in 25 CFR §§ 501.1-577.15 (1998). Pursuant to 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,

Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Kenny C. Guinn
Governor of Nevada
Carson City, Nevada 89710

SLOTS ONLY COMPACT BETWEEN THE MOAPA BAND OF PAIUTE INDIANS AND THE STATE OF NEVADA

A. AUTHORITY

This Agreement is made by and between the MOAPA BAND OF PAIUTE INDIANS (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 Article V., Section 1(a) of its Constitution and By-laws to enter into this Compact (Agreement) 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.

B. PURPOSE

It is the purpose of this Agreement and accompanying ordinance 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, self-sufficiency, and strong tribal government by dedicating all the net revenues from such gaming activities to the public purposes of the Tribe.

C. 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 a Tribal-State Compact negotiated between the Tribe and State before a Tribe may lawfully conduct Class III Gaming on its reservations; and

WHEREAS, it is the intent of the parties to this Agreement that the Class III Gaming activities will be limited to slot machines only, as defined in this Agreement, until such time as the Tribe and State complete negotiations for an amendment to this Agreement or a separate gaming compact covering other Class III Gaming; and

WHEREAS, if the Tribe desires to expand its gaming activities, the parties agree that they shall negotiate with respect to an amendment to this Agreement or a separate gaming compact authorizing the Tribe to conduct any and all gaming activities permitted by the laws of the State of Nevada, that nothing in this Agreement shall operate to the detriment of either party in such negotiations, and that the parties agree

to negotiate in good faith in reaching agreement on the terms of such amendments or separate gaming compact; and

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

I. 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 "Class I Gaming" means all forms of gaming defined as Class I in section 4(6) of the Act, 25 U.S.C. § 2703(6).

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

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

5. The term "contractor" means any person, as defined in Nevada Revised Statute 0.039, who is hired or employed by the Tribe to assist with a specific portion of the gaming operations on the Reservation. Excluded from the term "contractor" are those persons who are members of the Tribe or any business organization that is composed exclusively of tribal members.

6. The term "key employee" means:

(a) Any employee or agent of the Tribe having management responsibility for the gaming operation;

(b) Any person who has authority:

(1) To hire and fire employees of the Tribe's gaming operation; or

(2) To set up working policy or procedures for the gaming operation.

(c) The chief financial officer of the gaming operation or other person who has financial management responsibility with respect to the gaming operation.

Excluded from the term "key employee" are those persons who are members of the Tribe.

7. The term "gaming" means such gaming activities which are permitted under state law. The term "gaming" does not include Class I or Class II Gaming, including bingo. Class I and Class II Gaming on the Reservation are under the sole jurisdiction of the Tribe, and not subject to this Agreement.

8. The term "management company" means any person, as defined in Nevada Revised Statute 0.039, who is retained by the Tribe to manage a gaming operation which is located on the Reservation. Excluded from the term "management company" are those persons who are members of the Tribe or any business organization that is composed exclusively of tribal members.

9. There terms "regulate" or "regulatory authority" means the power to control through statute, ordinance, administrative rule, guideline, or administrative procedure and/or to license and impose taxes, fees, assessments and penalties insofar as is consistent with IGRA.

10. The term "Reservation" means all lands within the current exterior boundaries of the Moapa River Indian Reservation as illustrated in the map of the Reservation attached as Appendix B, and any additional lands made part of the Reservation in the future, so long as such lands are contiguous to the current Reservation.

11. The term "slot machine" means any mechanical, electrical, electromechanical, electronic, or other device, contrivance or machine which, upon insertion of a coin, token, or similar object, or upon payment of any consideration, is available to play or operate, the play or operation of which, whether by reason of the skill of the operator in playing a gambling game which is presented for play by the machine or application of the element of chance, or both, may deliver or entitle the person playing or operating the machine to receive cash, premiums, merchandise, tokens or anything of value, whether the payoff is made automatically from the machines or in any other manner. "Slot machine" specifically includes video facsimiles of any game of chance authorized under NRS 463.0152. In addition, if at any time the State broadens its definition of "slot machine" to include additional devices, then such devices shall also be "slot machines" within the meaning of this Agreement.

12. The term "Tribe" means the Moapa Band of Paiute Indians, including any agency, organization, subdivision, or corporate entity of the Tribe.

13. The term "Indian" means any person who would be subject to the jurisdiction of the United States under 18 U.S.C. § 1153 if that person were to commit any offense listed in that section in Indian country to which that section applies.

14. The term "premise" 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 premise.

II. TERM

This Agreement shall become effective when notice of the approval of this Agreement by the Secretary of the Interior (or his designee) is published in the Federal Register. This Agreement shall terminate only by written agreement between the parties hereto, or on the date that all Gaming ceases to operate within the reservation.

III. AUTHORIZED CLASS III GAMING

1. The Tribe has enacted and the Secretary of Interior has approved, pursuant to § 11(d)(2) of IGRA, an ordinance or resolution that authorizes Class III Gaming within the lands of the Reservation (Appendix C).

2. For the purpose of this Agreement, the parties agree that at each premise owned, operated and licensed by the Tribe, the Tribe shall adhere to the following:

(a) The Tribe agrees to operate no more than 65 slot machines in any one premise, except that the Tribe may permit up to 300 slot machines at each of up to two premises designated by the Tribe. The Tribe agrees not to expand slot machine operations beyond the above limits unless either:

(1) Such expansion is agreed upon in writing by the Chairman of the Moapa Business Council and the Chairman of the State Gaming Control Board; or

(2) Such expansion is conducted pursuant to an amendment to this Agreement or a separate gaming compact.

Any expansion of slot machine operations made pursuant to subsection (1) above, shall not be deemed an amendment to this Agreement, and shall not require Federal approval. In evaluating such an expansion, the State shall consider the Tribe's internal controls, surveillance, and the performance of the Tribe's gaming operation.

(b) The Tribe shall assure that the slot machines exposed for play meet all standards established by the State for non-tribal gaming, including but not limited to the hold percentages.

(c) The Tribe shall acquire any and all slot machines authorized by this Agreement from a distributor of such device licensed for such activity by the State. The Tribe further agrees that any sale, transfer or other disposition of such machines will also be through such a licensed distributor.

3. The State Gaming Control Board, through its employees and agents, agrees to perform the following inspections and services. The State shall be reimbursed by the Tribe for such services based on the attached 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.

(a) The Tribe shall only expose for play slot machines which are approved by the State for gaming within the State of Nevada pursuant to state law, as it may be amended from time to time. Notwithstanding the above, if slot machines were lawful under this section when first exposed for play by the Tribe, but do not meet standards established by a change in state law, such slot machines may remain exposed for play as "grandfathered" machines to the same extent as such "grandfathering" would be available to similarly situated non-tribal gaming operations.

(b) The agents or employees of the State are hereby given the authority to enter the Tribe's gaming premises for random inspection of the slot machines. The Tribe agrees not to restrict access by such employees and that prior notice of intent to inspect is not required. However, once such agents arrive at the tribal gaming premises, they shall immediately notify the managerial employee of the Tribe's gaming operation. Furthermore, such agents or employees of the State shall enter such premises only to the extent necessary to fulfill their legitimate functions to assure that the slot machines are in compliance under Sections III, 2 and 3 of this Agreement. Such agents or employees of the State shall not discriminate against the Tribe by intruding either more frequently or more intensively upon the Tribe's gaming operations than they would upon similarly situated non-tribal gaming operations. Furthermore, such agents and employees of the State shall not, through use of the inspection authority under this paragraph, enter upon any tribal premise for purposes other than those specifically indicated in this paragraph.

(c) From time to time, the Tribe may request that the State inspect a particular slot machine to address a concern of management or a public complaint regarding a particular machine.

(d) If the State's inspectors determine that a particular slot machine is mechanically defective or otherwise should not be exposed for play under Section III, 2 or 3, then the Tribe shall seal the slot machine until the machine is repaired or the problem is otherwise resolved to the satisfaction of the State and the Tribe.

(e) Should the Tribe seek to deploy a new game or device, the Tribe agrees that the testing and approval by the State will be a condition precedent to the exposure of the new device or game for play. The State shall undertake such testing and approval in the same manner in which it would do so with respect to new devices or games which a non-tribal operation might seek to deploy.

4. The Tribe may manufacture or otherwise obtain their own gaming tokens subject to the following:

(a) The tokens shall meet the standards and specifications set forth by the State by regulation and be approved by the State prior to any use of such tokens.

(b) The Tribe expressly agrees to redeem for face value any Tribal gaming tokens that are presented for redemption by any lawful holder of Tribal gaming tokens.

IV. JURISDICTION

Tribal Jurisdiction. The Tribe shall have exclusive jurisdiction, subject to any jurisdiction the United States may concurrently exercise, to regulate Tribally-operated Class III Gaming on the Reservation. Prosecution for violations of the Tribe's gaming code or violations of Federal laws pertaining to gambling on Indian Reservations or Indian lands or other gaming crimes or other criminal conduct 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 State may prosecute any non-Indians for violations of State gaming law, which shall include, without limitation, violations under chapter 462 through 465 and section 205.060 of the Nevada Revised Statutes.

State Jurisdiction. The State agrees that its jurisdiction over the gaming activities and individuals or entities involved therewith is limited to the authorities provided for in this Agreement. The Tribe agrees not to enter into an agreement with a management company or engage or employ any person whose compensation will be based on a percentage of gaming revenues, unless and until the Tribe negotiates an amendment to this Agreement or a subsequent compact with the State which addresses such issues. In acknowledgment of the limited jurisdiction or involvement of the State over the Tribe's gaming operation, the parties agree as follows:

1. The Tribe shall not represent or imply in any format, oral, written or otherwise, that the Tribal facilities are regulated by the State of Nevada, the State Gaming Control Board, or the Nevada Gaming Commission.

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2. That signs containing the following language shall be prominently displayed at all public entrances to the Tribe's gaming facilities.

NOTICE

THIS FACILITY IS REGULATED BY THE MOAPA BAND OF PAIUTES AND IS OPERATED IN ACCORDANCE WITH A COMPACT NEGOTIATED BETWEEN THE TRIBE AND THE STATE OF NEVADA, WHICH HAS BEEN APPROVED BY THE SECRETARY OF THE INTERIOR. UNDER THE COMPACT, THE STATE DOES NOT LICENSE THIS FACILITY. HOWEVER, ALL GAMING MACHINES ARE APPROVED BY THE STATE AND MEET ESTABLISHED STATE STANDARDS.

V. TAXATION

All of the net proceeds of Class III Gaming on the Reservation shall be used for the public purposes of the Tribe. In the event the Tribe retains a management company pursuant to an amendment to this Agreement or a subsequent compact with the State, or if at any time any person or entity other than the Tribe acquires any interest with respect to such net revenues, the Tribe shall adopt a scheme of taxation with respect to such person or entity at least as stringent as the State's system of taxation, as it now exists or is hereafter amended. The Tribe reserves the right to impose a scheme of taxation related to reservation gaming activities that is more stringent than Nevada law. The State shall have no tax jurisdiction over any aspect of the tribal gaming operation.

VI. TRIBE MAY CONTRACT WITH STATE

To the extent permitted by applicable state and tribal law, the Tribe may contract with the State of Nevada to provide additional services related to the regulation of gaming by the Tribe. Areas of potential contractual assistance include the following:

1. Assistance in the resolution of patron disputes.

2. Providing information as part of the background checks for management, employees, and contractors.

3. Providing consulting services on technical issues. 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.

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VII. LICENSING 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 for management contractors, tribally employed managers, and key employees shall be adhered to.

1. Any person or entity responsible for the operation or management of any gaming activity permitted under this section or any other part of this Agreement shall be required to submit to a background check and meet any and all requirements as set forth in the Tribe's gaming code.

2. The Tribe agrees that its gaming operation shall not hire or retain, either as a key employee, or as a gaming employee, any person who is not a member of the Tribe, if such person is determined by the Nevada Gaming Commission, or State Gaming Control Board, to be a person who would be unsuitable to hold or retain a Nevada key employee license, or Nevada work permit, respectively, for employment in a similarly situated non-tribal gaming operation. The Tribe agrees not to hire or employ any non-member, either as an employee or key employee, in its tribal gaming operation until the State Gaming Control Board or the Nevada Gaming Commission has made a determination regarding the person's unsuitability. In determining whether such a person would be unsuitable for such a license or permit, the respective State agency shall not discriminate against the Tribal gaming operation, tribal employees, or applicants for tribal employment, but shall conduct the investigation within the same time frames and shall employ the same suitability standards as would be applicable to similarly situated applicants for or holders of licenses or permits to work in a similarly situated non-tribal gaming operation.

VIII. PATRON DISPUTES

The Tribe may seek technical assistance from the State in resolving patron disputes to the extent a dispute involves the workings of a particular slot machine. The Tribe shall have jurisdiction, however, over all patron disputes.

IX. REPORTING REQUIREMENTS AND INFORMATION EXCHANGE

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 the following financial reports:

1. 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.

2. Quarterly Statistical Report. This is a general summary of the State's gaming revenue.

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

4. 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 of Nevada.

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 Tribe.

1. Monthly reports with year-to-date accumulative summaries on all slot machines operated by the Tribe. These reports shall reveal the number of units operated, the denomination of units, the win amount for each denomination, the percent of win to total for each denomination, drop amount by denomination, and the dollar value of the coin metered into the slot machines by denomination.

2. Any monthly, quarterly, or annual financial reports developed from or relating to the gaming operations conducted on the Reservation.

3. Any statistical or financial information deemed necessary by the Tribe and State to protect the integrity of the Tribal gaming operation.

X. MISCELLANEOUS PROVISIONS

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

2. List of Excluded Persons. The Tribe agrees to incorporate the State's List of Excluded Persons (i.e. Blackbook) into the Tribe's List of Barred Persons.

3. Internal Controls. The Tribe shall adopt, and thereafter maintain, minimum internal control standards which are substantially consistent with or superior to the Minimum Internal Control Standards for Group II licensees adopted by the State Gaming Control Board. The minimum standards adopted pursuant to this section shall be submitted to the State Gaming Control Board within 30 days of their adoption by the Tribe. It shall be a material breach of this Agreement if the minimum internal control standards adopted by the Tribe are not consistent with or superior to the Minimum Internal Control Standards for Group II licensees adopted by the State Gaming Control Board.

4. Cash Transaction Reporting. The Tribe hereby incorporates the currency transaction reporting requirements of Nevada Gaming Commission Regulation 6A as tribal law, and shall comply with all applicable federal reporting requirements under the Bank Secrecy Act.

5. Minimum Bankroll. The Tribe shall maintain cash or cash equivalents in an amount sufficient to reasonably protect the Tribe's patrons against defaults in gaming debts owed by the Tribe. The amount of the minimum bankroll shall be calculated in the same manner as for a non-tribal operation.

6. Audited Financial Statements. The Tribe shall engage an independent accountant, licensed by the Nevada State Board of Accountancy, who shall review the financial statements of the Tribe's gaming operation, and the compliance by such operation with the minimum internal control standards. The independent accountant shall report to both the Tribe and the State Gaming Control Board each instance or occurrence discovered by or brought to the accountant's attention that the accountant believes does not satisfy the minimum internal control standards. Not later than 150 days after the end of the Tribe's business year, the Tribe shall submit a copy of the accountant's report or any other correspondence directly relating to the Tribe's system of internal control to the State Gaming Control Board. The State shall maintain all audit and financial records obtained under this section, or any other section of this Agreement, 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.

XI. DEFAULT AND TERMINATION

1. Default. In the event of substantial and continuing failure by one of the parties in the performance of its obligation under this Agreement, the party alleging the 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 shall fail 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 available including, if the circumstances are such, an action pursuant to 25 U.S.C. § 2710(d)(7)(A). Nothing in this subsection 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.

2. The failure to maintain a minimum bankroll pursuant to section X(5) of this Agreement, the failure to adopt and enforce the Tribe's minimum standards pursuant to section X(3) of this Agreement, or a substantial violation of the Tribal Gaming Code shall be a material breach of this Agreement.

3. The parties may jointly terminate this Agreement by written instrument signed by both parties.

XII. AMENDMENTS

This Agreement may be amended only with the consent of both parties and only by written instrument signed by both parties. If applicable law is amended in any way affecting the terms of this Agreement, the parties agree to negotiate in good faith to amend this Agreement 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 gaming authorized under this Agreement, the Tribe 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 Tribe and its investors (if any) to receive a reasonable return on investments made under this Agreement.

XIII. RESERVATION OF RIGHTS

It is expressly understood between the parties that this Agreement was entered into in contemplation that it is to allow the Tribe to engage in limited Class III gaming activities as described herein. If the Tribe desires to expand its gaming activities, the Tribe and the State shall negotiate regarding an amendment to this Agreement or a separate gaming compact that may include the full participation of the Tribe in all gambling activities permitted by the laws of the State of Nevada including "casino" gambling. It is the parties' express intent that this Agreement not be used or construed by either party against the other party at any time in an attempt to prejudice any such other negotiations nor shall it be used against the other party in any way in future litigation, arbitration, or mediation with respect to such other negotiations, or any compact arising therefrom.

The parties agree that neither party has waived or forfeited any of their rights, privileges, positions, or defenses with respect to negotiations on such amendment or other compact. The Tribe expressly reserves the right under Section 11(d)(7) of IGRA to bring an action in the Federal District Court against the State if the Tribe concludes that the State has not negotiated in good faith on such other compact. The Tribe expressly reserves the right to participate in any lawsuit filed by any other Tribe or to pursue any remedies afforded by IGRA, including any action filed to determine the types of Class III Games permitted under applicable law, or limitations on such games. The State hereby recognizes the Tribe's right to bring such action, and agrees that nothing in this Agreement shall be interpreted or construed as expressly or implicitly waiving the Tribe's right to bring such an action.

XIV. SEVERABILITY

Each provision, section, and subsection of this Agreement 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 Agreement to be invalid, the remaining provisions, sections, and subsections of the Agreement shall remain in full force and effect.

XV. EXPANSION OF CLASS III GAMING

If, after the date of this Agreement, the State authorizes a new form of gaming pursuant to State law, which would be classified as Class III under IGRA, the parties hereto agree to negotiate in good faith to allow the Tribe to expose such games for play.

XVI. 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 of the Business Council
Moapa Band of Paiute Indians
Box 340
Moapa, NV 89025

To the State:

Chairman
State Gaming Control Board
Post Office Box 8003
Carson City, NV 89702-8003

With a copy to:

Chief Deputy Attorney General
Attorney General's Office - Gaming Division
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

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

MOAPA BAND OF PAIUTES

Eugene Tom DATE: 8-23-99

EUGENE TOM, Chairperson
Moapa Band of Paiute Indians

ZIONTZ, CHESTNUT, VARNELL, BERLEY & SLONIM

Richard M Berley DATE: 8-3-99

RICHARD M. BERLEY, ESQ.
Legal Counsel to Moapa Band of Paiute Indians

STATE OF NEVADA

Kenny C Guinn DATE: 10-18-99

KENNY C. GUINN, Governor

STATE OF NEVADA

Steve DuCharme DATE: 8-27-99

STEVE DuCHARME, Chairman
State Gaming Control Board

FRANKIE SUE DEL PAPA

_____ DATE: _____

KIRK D. HENDRICK
Chief Deputy Attorney General

DEPARTMENT OF THE INTERIOR

Kevin Gover DATE: DEC 9 1999

KEVIN GOVER
Assistant Secretary - Indian Affairs