
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 Tribal-State Compact between the Shoshone-Bannock Tribes and the State of Idaho, executed on February 18, 2000.

DATES: This action is effective
September 8, 2000.

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

Dated: August 24, 2000.

Kevin Gover,

Assistant Secretary—Indian Affairs.

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United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

AUG 24 2000

Honorable Lionel O. Boyer
Chairman
Shoshone Bannock Tribe
P.O. Box 306
Fort Hall, Idaho 83203

Dear Chairman Boyer:

On July 11, 2000, we received the Compact between the Shoshone-Bannock Tribes (Tribe) and the State of Idaho (State), dated February 18, 2000. 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.

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 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 (1999). 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.

Furthermore, Section 25 of the Compact does not provide for amendments to be submitted to the Secretary for approval and publication in the Federal Register. In order for a provision to be in effect "such compact [amendment] shall take effect only when notice of approval by the Secretary of such compact [amendment] has been published by the Secretary in the Federal Register." See 25 U.S.C. § 2710 (d)(3)(B). Therefore we recommend that an amendment be made to Section 25 that would require amendments be submitted to the Secretary in accordance with IGRA.

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 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,

A handwritten signature in black ink, appearing to read "Kevin Jones". The signature is written in a cursive style with a long, sweeping underline.

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Honorable Dirk Kempthorne
Governor of Idaho
State Capitol
Boise, Idaho 83720-0034

THE SHOSHONE-BANNOCK TRIBES
and the
STATE OF IDAHO
COMPACT FOR CLASS III GAMING

THIS TRIBAL-STATE COMPACT made and entered into by and between the Shoshone-Bannock Tribes (hereinafter the "Tribes"), a federally recognized Indian Tribe, and the State of Idaho (hereinafter the "State") pursuant to the provisions of the Indian Gaming Regulatory Act (hereinafter the "Act"), Pub. L. 100-497, 25 U.S.C. §§ 2701, *et seq.*, and 18 U.S.C. §§ 1166-1168.

1. Title

This document shall be referred to as "The Shoshone-Bannock Tribes and the State of Idaho Compact for Class III Gaming."

2. Definitions

For purposes of this Compact:

- a. "Act" means the Indian Gaming Regulatory Act, Pub. L. 100-497, 25 U.S.C. §§ 2701, *et seq.*, and 18 U.S.C. §§ 1166-1168.
- b. "Business Council" means the Fort Hall Business Council, which is the elected governing body of the Shoshone-Bannock Tribes.
- c. "Class III gaming" means all forms of gaming set forth in Sections 4 and 5 of this Compact that are not Class I or Class II as defined in Sections 4(6) and 4(7) of the Act, 25 U.S.C. §§ 2703(6) and (7).
- d. "Compact" means the Shoshone-Bannock Tribes and the State of Idaho Compact for Class III Gaming.
- e. "Distributor" means a person who distributes any machines or devices of any kind used for any gaming activity in the gaming facility.

f. "Finding of suitability" means an approval granted to a person or enterprise directly or indirectly involved with the gaming operation and relates only to the specified involvement for which it was made. If the nature of the involvement changes from that for which the applicant is found suitable, the Tribal Gaming Agency may require the person or enterprise to submit for a determination of suitability in the new capacity.

g. "Gaming employee" means any person employed in the operation or management of the gaming operation, whether employed by the Tribes or by any enterprise providing onsite services to the Tribes within the gaming facility.

h. "Gaming facility" or "gaming facilities" means the land together with all buildings, improvements and facilities used or maintained in connection with the conduct of Class III gaming on Indian Lands as provided by this Compact.

i. "Gaming operation" means the Tribes' operation of Class III gaming in any gaming facility.

j. "Indian Lands" means those lands within the Tribes' jurisdictional limits that meet the definition of "Indian lands" as defined in the Indian Gaming Regulatory Act.

k. "License" means an approval or certification issued by the Tribal Gaming Commission to any person or entity involved in the gaming operation or in the providing of gaming services to the gaming operation.

l. "Licensee" means any person or entity who has been approved, licensed, certified or found suitable by the Tribal Gaming Commission to be involved in the gaming operation or in the providing of gaming services in the gaming operation.

m. "Net gaming revenue" means gross revenues of an Indian gaming activity less amounts paid out as, or paid for, prizes and total operating expenses, excluding management fees.

n. "NIGC" means the National Indian Gaming Commission established pursuant to 25 U.S.C. §§ 2704.

o. "Ordinance" means the ordinance adopted by the Tribes and approved by the NIGC.

p. "State" means the State of Idaho, its authorized officials, agents and representatives.

q. "State Gaming Agency" means the Idaho agency designated by the State by written notice to the Tribes as the single state agency primarily responsible for fulfilling the obligations of this Compact.

r. "Tribal Gaming Commission" means the agency of the Tribes primarily responsible for regulatory oversight of Class III gaming.

s. "Tribal law enforcement agency" means the police force of the Tribes, established and maintained by the Tribes, pursuant to the Tribes' powers of self-government, to carry out law enforcement on Indian Lands.

t. "Tribes" or "Tribal" means of or stemming from the Shoshone-Bannock Tribes, its authorized officials, agents and representatives acting on the Tribes' behalf pursuant to Tribal law.

3. Recitals

a. WHEREAS, the Tribes and the State recognize and respect the laws and authority of the respective parties; and

b. WHEREAS, it is the intent of the Tribes and the State that the provisions of this Compact, including but not limited to the resolution process outlined herein, apply to and control only the issues arising from the terms and provisions of this Compact.

b. WHEREAS, the Congress of the United States has enacted into law the Act, Pub. L. 100-497, 25 U.S.C. §§ 2701, *et seq.*, and 18 U.S.C. §§ 1166-1168, which provides in part that a tribal state compact may be negotiated between a tribe and a state to govern the conduct of certain Class III gaming activities on Indian Lands of tribes within the state; and

c. WHEREAS, the Tribes and the State have negotiated the terms and conditions of this Compact in good faith so as to provide for mutual governmental purposes and to provide a regulatory framework for the operation of certain Class III gaming, which is intended to: (a) ensure the fair and honest operation of such gaming activities; (b) maintain the integrity of all activities conducted in regard to such gaming activities; (c) prevent unsavory and unsuitable persons from having any direct or indirect involvement with gaming activities at any time or in any capacity; (d) establish and maintain responsible accounting practices and procedures; (e) maintain effective control over the financial practices related to gaming activities, including establishing the minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues and reliable recordkeeping; (f) prevent cheating and fraudulent practices; and (g) protect the health, welfare and safety of the citizens of the Tribes and of the State; and

d. WHEREAS, the Act provides that an Indian tribe may conduct Class III gaming as provided in IGRA; and

e. WHEREAS, the Shoshone-Bannock Tribes and the State of Idaho have mutually agreed that the conduct of Class III gaming under the terms and conditions set forth below will benefit the Tribes and protect the citizens of the Tribes and of the State consistent with the objectives of the Act; and

f. WHEREAS, the parties hereto deem it to be in their respective best interests to enter into this Compact; and

g. WHEREAS, a principal goal of federal Indian policy is to promote tribal economic development, tribal self-determination and a strong government to government relationship; and

h. WHEREAS, the State recognizes the Tribes' sovereign rights to control gaming activities on Indian Lands as provided by the Act and this Compact; and

i. WHEREAS, it is the policy of the Tribes to exercise and retain its rights to regulate gaming activities upon its lands and reservation for the purposes of encouraging

Tribal employment, economic and social development, and funding of Tribal services while ensuring the fair and lawful operation of gaming and the prevention of corrupt and criminal influences. The Tribes will utilize net revenues generated by gaming to fund programs that provide important governmental services to Tribal members and reservation residents. These programs include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police, fire, judicial services, economic development, and any other purpose authorized under the Act; and

j. WHEREAS, it is a goal of this Compact that positive economic effects of such gaming will extend beyond Indian Lands to the Tribes' neighbors and surrounding communities and help to foster mutual respect and understanding among Indians and non-Indians; and

k. WHEREAS, this Compact shall govern the licensing, regulation and operation of Class III gaming conducted by the Tribes on Indian Lands located within the State; and

l. WHEREAS, the State and the Tribes are empowered to enter into this Compact due to their inherent power to contract and pursuant to the Indian Gaming Regulatory Act; and

m. WHEREAS, it is also understood that prior to becoming effective the State shall obtain legislative authorization to waive its immunity as provided under the Eleventh Amendment of the United States Constitution and the Tribes shall obtain authorization to waive their sovereign immunity. The signatories will certify that this authorization has been obtained; and

n. WHEREAS, the parties have been unable to agree upon the types of Class III games permitted by the Act to be played by the Tribes; and

o. WHEREAS, The State takes the position that the Indian Gaming Regulatory Act authorizes Class III gaming activities on Indian Lands only if such activities are

provided for in a compact such as this and if other persons or entities in the State of Idaho are permitted by state law to engage in such activities. Accordingly, the only tribal Class III gaming activities that are legal in Idaho under federal law are those Class III gaming activities permitted by article 3, section 20 of the Idaho Constitution and not otherwise contrary to the criminal laws of the State of Idaho. Therefore, pursuant to federal law, tribal Class III gaming in Idaho is contrary to public policy and is strictly prohibited except for a lottery, pari-mutual betting and bingo or raffle games conducted in conformity with enabling legislation. Furthermore, no gaming activity shall employ any form of casino gambling including, but not limited to, blackjack, craps, roulette, poker, baccarat, keno and slot machines, or employ any electronic or electromechanical imitation or simulation of any form of casino gambling; and

p. WHEREAS, it is the position of the State that the electronic gaming currently conducted by the Tribes in Idaho is an imitation of casino games and prohibited by Idaho and federal law; and

q. WHEREAS, the Tribes take the position that under federal law, the Tribes are entitled to offer any gaming activity that is otherwise permitted by any person, organization, or entity for any purpose. Given the range and scope of gaming activities, with an emphasis on a multi-faceted state-sponsored entity, the State of Idaho cannot establish that any gaming activity, properly regulated to ensure the integrity of the game and protect the gaming patron, contravenes the State of Idaho's public policy for gaming. Further, in light of traditional understandings of the context and legislative history of Act, the State cannot establish that it has reasonably characterized the relevant state laws as completely prohibiting a distinct form of gaming. Accordingly, the Tribes are entitled to offer and regulate all forms of gaming except sports-betting; and

r. WHEREAS, the Tribes take the alternative position that if the State does establish that it has met the above-stated burden through the application of the Idaho State Constitution, article 3, section 20, the Tribes are entitled to offer electronic facsimiles of

any lottery game which can be reasonably defined as gaming owned and operated by government entities, or as games wherein the state/owner does not have a stake in the outcome of the game of chance; and

s. WHEREAS, both the Tribes and the State acknowledge that these are legal issues that should be resolved. In recognition of this, the Tribes and the State agree in this Compact to resolve issues that can be agreed upon and agree to establish a process for resolving the disputed matters.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribes and the State enter into the following Compact.

4. Authorized Class III Gaming

Class III Gaming shall be authorized consistent with the following:

a. Gaming Authorized. Following approval of this Compact as provided in the Act, the Tribes may operate in its gaming facilities located on Indian Lands, any gaming activity that the State of Idaho “permits for any purpose by any person, organization, or entity,” as the phrase is interpreted in the context of the Indian Gaming Regulatory Act. The Tribes may not operate any other form of Class III gaming activity.

b. Location of Class III Gaming Activities. Class III gaming activities shall only be conducted on Indian Lands located within the exterior boundaries of the Fort Hall Indian Reservation as it existed as of the date of enactment of the Indian Gaming Regulatory Act or upon other Indian Lands as defined in the Indian Gaming Regulatory Act with the approval of the Governor. Nothing herein shall be interpreted as precluding a Governor from deciding whether to concur with the findings of the Secretary of the Interior that gaming on newly acquired lands would be in the best interest of the Shoshone-Bannock Tribes and not detrimental to the surrounding community.

c. Certification. Subsequent to a final non-appealable judgment in the initial Declaratory Judgment Action pursuant to Section 5, no gaming device shall be placed in the gaming facility for use until approved by the State. The Tribe shall make a good faith

effort to remove any devices that are in play at the time of the final non-appealable judgment that do not comply with the Declaratory Judgment. The State shall make a good faith effort to certify those games that are in play at the time of the non-appealable judgment that do comply with the Declaratory Judgment. If the parties disagree over games that are in play at the time of the final non-appealable judgment, the Tribes may continue to operate the games pending dispute resolution per Section 18.

d. Forms of Payment. All payment for wagers made in gaming conducted by the Tribes in their gaming operation shall be made by cash, chips or tokens. The gaming operation shall not extend credit. Chips or tokens may only be purchased using cash, checks or travelers checks.

e. Prohibited Activities. The Tribes shall limit their Class III gaming activities to those permitted by this Compact. In the event a dispute arises after the completion of the declaratory judgment action, and the implementation thereof as agreed to in Section 5, over whether an activity is or is not permitted under this Compact, the dispute shall be resolved pursuant to Section 18.

f. Advertising of Authorized Gaming. The Tribes may advertise their authorized gaming activities within the State of Idaho in an honest and truthful manner pursuant to federal law.

5. Initial Declaratory Judgment Action

The Tribes and the State agree that issues of what gaming the Tribes may conduct under the Act and what restrictions on the operations, if any, may be imposed by the State, are ultimately questions of law. However, the parties believe that presentation of facts regarding the actual gaming activity that does occur in the State and on Indian Lands and the machines that are at issue is necessary for the Court to resolve the questions of law.

a. Positions of Parties as to Jurisdiction

(1) It is the Tribes' position that the Act has vested exclusive jurisdiction in the United States District Courts to resolve disputes under the Act.

(2) The State does not consent to jurisdiction of the federal court over any claims under 25 USC 2710(d)(7)(A)(i). The State does reserve the right to consent to federal court jurisdiction over claims arising under this compact on a case-by-case basis.

b. Agreement to Participate in Initial Declaratory Judgment Action. Notwithstanding these positions, the Tribes and the State agree that either or both parties may file suit for declaratory judgment in the United States District Court for the District of Idaho naming the other as a defendant and seeking a declaration of the legal issues disputed in this Section. In pursuing this action:

(1) Both parties agree that they have obtained the necessary legislative and legal authority to bring the initial declaratory judgment action, merge declaratory judgment actions, or take other steps as may be necessary to participate in such an action on its merits. This agreement shall not in any way prejudice any right to appeal or seek review of any judgment.

(2) Both parties agree to expedite the proceedings and any appeal or review of any final order or judgment entered in such initial declaratory judgment action.

(3) Should the Tribes refuse to consent to jurisdiction as provided above, this Compact shall be null and void.

(4) Should the State refuse to consent to jurisdiction as provided above, any issue relating to the provisions of this Compact presented by the Tribes in their complaint or pleading shall be deemed to have been decided in favor of the Tribes' position on the issue.

(5) The Tribes agree to limit the scope of their gaming activities to those set forth in Section 4.

(6) This provision shall not be construed as a consent by the State to federal court jurisdiction in any action brought pursuant to 25 U.S.C. § 2710(d)(7)(A)(i).

c. Implementation of Initial Declaratory Judgment Decision. Upon the conclusion of all legal proceedings in the initial declaratory judgment action brought pursuant to Section 5, including the conclusion of all appeals or review, the appropriate provisions below shall apply:

(1) In the event the court(s) determines that certain gaming activities are not “permitted” in the context of the Act, the Tribes shall be precluded from offering those gaming activities in any gaming facilities on Indian Lands.

(2) In the event the court(s) determines that certain gaming activities are “permitted gaming” in the context of the Act, the Tribes shall be entitled to expedited implementation of such games as is consistent with the judgment. For this purpose, the Tribes may conduct such games as are consistent with that judgment upon conclusion of the expedited negotiations and/or arbitration set forth below.

(A) The parties agree to expedited negotiation of any issues which are proper subjects of negotiation under the Act consistent with the judicial resolution. Such issues shall be negotiated for thirty (30) days. For purposes of this section, “day” shall mean calendar day. Agreements reached in mediation shall have the same effect as if a part of this Compact, and are incorporated in full herein.

(B) If agreement cannot be reached, such issues shall be submitted to binding arbitration as follows:

(i) Either party shall serve written notice of intent to arbitrate on the other party on the final day of negotiation. The party serving notice of intent to arbitrate shall identify the specific provision(s) of this Compact and/or issues, which shall be submitted for arbitration.

(ii) Both parties shall within five (5) days of notice of intent to arbitrate provide a list of five (5) names of individuals available as prospective arbitrators. Each party shall, within five (5) days of the receipt of the other party’s list, select a person from that list as an arbitrator. Within ten (10) days of their selection,

these two individuals shall select a third arbitrator from a list of not less than five (5) nominees from an independent arbitrators' or alternative dispute resolution organization. If the individuals do not agree upon such organization, it shall be the American Arbitration Association. The State and the Tribes agree that the arbitrators shall be required to submit their decision within ninety (90) days of the selection of the third arbitrator.

(iii) The arbitrators shall have authority to issue such orders and decisions as shall be reasonably necessary or desirable to bring about an expeditious decision consistent with the judicial decision made in the initial declaratory judgment action brought pursuant to Section 5.

(iv) Except as provided by Section 4, the Tribes agree not to conduct games pursuant to Section 4 until the completion of arbitration. However, if conclusion of the arbitration process is delayed for any reason, the arbitrators may permit gaming on such terms as they determine pending conclusion of arbitration.

(v) Arbitration expenses will be billed equally to the respective parties.

(vi) If judicial review of an arbitration decision is sought, the arbitration decision shall be effective unless and until determined otherwise by a federal court.

(vii) Except as may be determined by a federal court, arbitration decisions shall have the same effect as if a part of this Compact, and are incorporated in full herein.

(viii) Nothing herein shall preclude the parties from agreeing to an alternate form of dispute resolution.

(C) To ensure integrity, the Tribes agree that if additional games are permitted pursuant to the initial declaratory judgment action, such games shall be conducted in accordance with the operational, security, cash control and other standards

established in this Compact together with additional negotiated standards as restrictive as those of the National Indian Gaming Commission as set forth at 25 CFR 542 as published in the Federal Register, January 5, 1999, or the Nevada Gaming Commission for that particular game. Such restrictions shall be negotiated and/or arbitrated in the manner provided in Section 5(c).

6. Regulations and Ordinances Regulating the Operation and Management of the Gaming Operation

The Tribal Gaming Commission or the Business Council may, from time to time, adopt, amend or repeal such regulations or ordinances consistent with the policy, objectives, purposes and terms of this Compact as it may deem necessary or desirable in the interests of the Tribes and the State in carrying out the policy and provisions of this Compact. The Tribes have enacted an ordinance regulating the operation and management of the Gaming operation.

7. Background Investigations of Gaming Employees

a. Background Investigation Prior to Employment.

(1) Prior to hiring or licensing a prospective gaming employee, the Tribal Gaming Commission shall obtain sufficient information and identification from the applicant on forms to be furnished by the Tribal Gaming Commission to permit a thorough background investigation, together with such fees as may be required by the Tribes. The information obtained shall include, at a minimum, name (including any aliases), current address, date and place of birth, criminal arrest and conviction record, social security number, two sets of fingerprints, sex, height, weight, and two current photographs. Upon written request by the State, true and correct copies of this information shall be provided to the designated State agency, which may conduct an independent background investigation at the State's own expense and provide a written report to the Tribal Gaming Commission regarding each application.

(2) The Tribal Gaming Commission may license on a temporary basis any prospective Gaming employee, except cage and counting room personnel, who represents in writing that he or she does not fall within any of the criteria set forth below and who has passed a preliminary criminal background investigation by the Tribal Gaming Commission, until such time as the final written report on the applicant's background investigation is completed. For purposes of this paragraph, the Tribal gaming investigator, in conjunction with the designated law enforcement agency, shall notify the Gaming operation in writing of the preliminary criminal background check within ten (10) days of submission of such request.

(3) The Gaming Operation shall not hire or continue to employ a Gaming employee, and shall terminate any probationary Gaming employee, if the Tribal Gaming Commission determines that the applicant or employee:

(A) has been convicted of any offense related to gambling, fraud, misrepresentation, deception or theft, within the past ten (10) years;

(B) has provided materially false statements or information on his or her employment application or misstated or otherwise attempted to mislead the Tribes or the State with respect to any material fact contained in the employment application;

(C) is a member or associate of organized crime or is of notorious or unsavory reputation; or

(D) has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming or the carrying on of the business and financial arrangements incidental thereto. It is intended that applicants and employees have the continuing burden to satisfy all doubts as to their fitness. Where doubt remains, an applicant or employee is not entitled to be hired or to remain employed.

b. Background Investigations of Gaming Employees. During employment, the Tribes and the State Gaming Agency shall retain the right to conduct such additional background investigations of any Gaming employee at any time during the term of that person's employment. At any time, any Gaming employee who does not establish that he or she satisfies all of the criteria set forth above shall be dismissed.

8. On-site Regulation of Gaming Operation

a. Tribal Gaming Commission. The primary responsibility for the on-site regulation, control and security of the Gaming operation and facility negotiated through this Compact shall be that of the Tribal Gaming Commission. The State Gaming Agency may participate in regulatory obligations of the Gaming operations and may work closely with the Tribal Gaming Commission. However, this shall only occur after the Tribal Gaming Commission requests in writing that the State Gaming Agency participate, or the State Gaming Agency provides written rationale to the Tribal Gaming Commission as to the need for the State Gaming Agency to participate in the regulatory obligations. Such state assistance shall not include traditional security and law enforcement functions.

As part of its responsibilities, the Tribal Gaming Commission shall ensure that the Gaming operation and manager will:

- (1) Comply with all relevant laws;
- (2) Provide for the physical safety of personnel employed by the Gaming operation;
- (3) Provide for the physical safety of patrons in the Gaming facility;
- (4) Provide for the physical safeguarding of assets transported to and from the Gaming facility and cashier's cage department;
- (5) Provide for the protection of the patrons and the Gaming facility's property from illegal activity; and
- (6) Ensure the integrity of the gaming operation.

b. Gaming Manager. The Business Council shall employ the Gaming manager. The Gaming manager shall serve at the pleasure of the Business Council and shall have overall responsibility for the administrative functions of the Tribal gaming operations.

c. Identification Cards. The Tribal Gaming Commission shall require all Gaming employees to conspicuously wear identification cards issued by the Tribal Gaming Commission which shall include the employee's photograph, first name, employee number, Tribal seal or signature, and a date of expiration.

d. Inspections. The Tribal Gaming Commission shall retain qualified inspectors or agents under the authority of the Tribal Gaming Commission as needed. Said inspectors or agents shall be independent of the Gaming operation and shall be supervised and accountable only to the Tribal Gaming Commission.

e. Reporting of Violations. During all hours of Gaming operation, the Tribal Gaming Commission shall ensure that its systems of internal control are in full force and effect. Tribal gaming inspectors or agents shall have unrestricted access to the Gaming facility during all hours of Gaming operations and shall have immediate and unrestricted access to any and all areas of the Gaming facility for the purpose of ensuring compliance with the provisions of this Compact and the ordinance. The Tribal Gaming Commission shall require that all inspectors, agents and Gaming employees report immediately to the Tribal Gaming Commission any suspected violation(s) of the provisions of this Compact or of the Ordinance or regulations. Upon written request which shall be submitted not more frequently than quarterly, the Tribal Gaming Commission shall submit to the State Gaming Agency a list of Gaming employees who have been found to have committed actual violations while they were employed for the Gaming operation and notification to the State as to any formal action taken by the Tribal Gaming Commission, and any civil or criminal actions that were taken against the employees.

f. Rules of the Games. The Tribal Gaming Commission shall notify the State Gaming Agency of the rules of each game operated by the Tribes and of any change in such rules. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the Gaming facility. Betting limits applicable to any gaming station shall be displayed at such gaming station. Rules for games identified in Section 4 of this Compact or changes to such rules shall be based upon such games as commonly practiced in other gaming jurisdictions in the United States with such variations in the manner of wagering or play as do not fundamentally alter the nature of the game as the Tribal Gaming Commission may approve. Rules for games identified in Section 4 of this Compact or changes to such rules of this Compact shall be submitted to the State Gaming Agency for review. In the event the State Gaming Agency has concerns in regard to a change in the rules, it shall submit such concerns to the Tribal Gaming Commission for its review and comment. The Tribes will provide the State Gaming Agency with ten (10) days' advance notice of the rules of each game and any modification thereof, and will provide adequate notice to patrons of the Gaming facility to advise them of the applicable rules in effect.

g. Annual Meeting. In order to foster a positive and effective relationship in carrying out and enforcing the provisions of this Compact, representatives of the Tribes (including the Tribal Gaming Commission and the Gaming manager) and the State Gaming Agency shall meet, not less than on an annual basis, to review past practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location mutually agreed upon by the Tribal Gaming Commission and the State Gaming Agency. The State Gaming Agency and the Tribal Gaming Commission shall disclose to each other at such meetings any and all suspected activities or pending matters reasonably believed to constitute violations of this Compact by any person or enterprise.

9. Gaming License Procedure

a. Gaming Operations. The Gaming operations negotiated by this Compact shall be licensed by the Tribal Gaming Commission pursuant to the requirements of the gaming licensing procedures of this Compact prior to the commencement of operations. The licensing of the Gaming operation shall include the licensing of each principal and of each key employee.

b. Manufacturers and Distributors of Gaming Devices. Each manufacturer and distributor of gaming devices permitted and defined under this Compact and their principals shall be required to be licensed by the Tribal Gaming Commission pursuant to the requirements of this Compact prior to the distribution of any gaming device for use or play in the Gaming facility; provided, however, that the Tribal Gaming Commission may determine suitability of a manufacturer or distributor through verification of its good standing in another jurisdiction where gambling is legal.

c. Persons Furnishing Gaming Services. The Tribal Gaming Commission may require a finding of suitability or require the licensing of any other person or entity who furnishes gaming services, property or an extension of credit to the Gaming operation or who has other material involvement with the Gaming operation. Any agreement between the Gaming operation and a person or enterprise that has been found unsuitable, has been denied a license, or has had a license revoked by the Tribal Gaming Commission shall be immediately rendered null and void without liability to the Tribes.

d. Filing. All applications for each principal, key employee, vendor, manufacturer and distributor of gaming devices shall be made on forms furnished by the Tribal Gaming Commission and shall be accompanied by the application and investigative fees set forth in the Tribes' published schedule of fees. Such application forms shall require, but not be limited to, complete information and details with respect to the applicant's habits, character, criminal record, business activities, financial affairs and business associates, covering at least a 10-year period immediately preceding the date of filing of the application.

e. Notification to State of Gaming Employees. The Tribal Gaming Commission shall submit a list of the licensed and temporarily licensed gaming employees to the State Gaming Agency on a monthly basis. The Tribal Gaming Commission shall include the licensee's complete name, A.K.A., social security number and date of birth in its submission to the State Gaming Agency. In the event the State Gaming Agency has a concern about a particular temporarily licensed gaming employee, the State Gaming Agency shall submit in writing to the Tribal Gaming Commission a request for the licensee's application so that the State Gaming Agency may complete its own background investigation on a particular individual. The Tribal Gaming Commission shall submit the requested application within ten (10) business days of receipt of the request. The State Gaming Agency may, at its sole cost and expense, commence an investigation and if it does so, the results of the investigation shall be submitted to the Tribal Gaming Commission in a timely manner. The Tribal Gaming Commission may grant, deny, condition, limit or revoke any license or finding of suitability for any cause it deems reasonable.

f. Notification of Applicant. The Tribal Gaming Commission shall establish reasonable time lines in regard to notification to an applicant of the action taken in regard to a licensing decision made by the Tribal Gaming Commission. The applicant shall not be entitled to receive a copy of the State Gaming Agency's investigative report or any reports or material developed by the Tribal Gaming Commission in connection with the application. The Tribal Gaming Commission shall not grant an application for a license or a finding of suitability unless it is satisfied that:

- (1) The applicant is of good character, honesty and integrity;
- (2) The applicant's prior activities, criminal record (if any), reputation, habits and associations do not pose a threat to the public interest of the Tribes or the State or the effective regulation and control of gaming pursuant to this Compact, or create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the

conduct of gaming or the carrying on of the business and financial arrangements incidental thereto;

(3) In all other respects, the applicant is qualified to be licensed or found suitable with the provisions and policies set forth in this Compact; and

(4) The applicant has adequate business probity, competence and experience in gaming.

g. Report of Changes. After an entity is licensed and found suitable, it shall file a report of each change of its corporate officers and members of its board of directors with the Tribal Gaming Commission. Also, the entity shall maintain with the Tribal Gaming Commission at all times a list of all persons holding or owning at least ten percent (10%) of the equity of the entity and lenders or creditors owed at least ten percent (10%) of the book value of the entity. The same process shall be followed that is listed above at "e" for changes in corporate officers and members of its board of directors in the event there is a change.

10. Confidentiality of Information; Privilege

a. Confidentiality. The Tribal Gaming Commission and the State Gaming Agency shall maintain a file of licensed applicants obtained pursuant to and in compliance with the provisions of this Compact, including findings of suitability and employment under this Compact, together with a record of all action taken with respect to those applications. Such file shall include but not be limited to information:

(1) Required by the Tribal Gaming Commission or the State Gaming Agency to be furnished to them under this Compact or the regulations or which may be otherwise obtained relative to the finances, earnings or revenue of a manager or any applicant, person or enterprise that is employed, licensed or found suitable;

(2) Pertaining to an applicant's criminal record and background, which has been furnished to or obtained by the Tribal Gaming Commission or the State Gaming Agency from any source;

(3) Provided to the members of the Tribal Gaming Commission or the State Gaming Agency or the Gaming manager by a governmental agency, an informer, or on the assurance that the information will be held in confidence and treated as confidential; and

(4) Obtained by the Tribal Gaming Commission or the State Gaming Agency from a manufacturer or distributor relating to the manufacturing of gaming devices.

b. Sharing of Information. The Tribal Gaming Commission and the State Gaming Agency may reveal such information and data to an authorized agent of any agency of the United States government, any authorized State agency or any other duly authorized regulatory or law enforcement agency of another state or tribe.

c. Notice of Release. Notice of the release of information pursuant to the above provisions may be given to the applicant, person or enterprise prior to being licensed or being found suitable.

d. Files. The files, records and reports concerning the Tribal Gaming Commission and the State Gaming Agency shall be open during regular business hours to inspection by each agency's authorized agents.

e. Absolute Privilege of Required Communications and Documents. Any communication or document of a manager, an applicant or a licensee which is required by this Compact or the Ordinance to be made or transmitted to the Tribal Gaming Commission or the State Gaming Agency, or any of their agents or employees, is absolutely privileged and does not impose liability for defamation or constitute a ground for recovery in any civil action. If such a document or communication contains any information that is privileged pursuant to the laws of the State, that privilege will not be waived or lost because the document or communication is disclosed to the Tribal Gaming Commission or State Gaming Agency, or any of their agents or employees. Notwithstanding the provisions of this subsection, the Tribal Gaming Commission and

the State Gaming Agency shall maintain all privileged information, documents and communications in a secure place accessible only to members of the Tribal Gaming Commission and the State Gaming Agency and their authorized agents and employees.

f. Non-Applicability of State Public Disclosure Laws. All information provided by the Tribes to the State pursuant to the terms of this Compact is provided in confidence and is to be kept strictly confidential unless disclosure is specifically agreed to by the Business Council. The State will seek to protect the confidentiality of such information. To the extent the State is unable to protect the confidentiality of such information, the Tribes' obligation to provide such information under the terms of this Compact shall be voidable by the Tribes until such time as the State is able to protect the confidentiality of such information.

11. Management Contract

The Tribes have no intention of hiring an outside management company to manage the Gaming operation. In the event the Tribes choose to engage an outside management company, the Tribes and the State shall negotiate amendments to this Compact in good faith pursuant to the Act.

12. Operational Requirements

a. Internal Control System. In addition to compliance with the Ordinance, regulations and the provisions of this Compact, the Gaming facility shall be operated pursuant to an internal control system approved by the Tribal Gaming Commission. The internal control system shall be designed to reasonably assure that:

- (1) Assets are safeguarded;
- (2) Financial records are accurate and reliable;
- (3) Transactions are performed only in accordance with the management's authorization;
- (4) Access to assets is permitted only in accordance with management's authorization;

(5) Recorded accountability for assets is compared with actual assets at reasonable intervals and appropriate action is taken with respect to any discrepancies; and

(6) Functions, duties and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel.

b. Required Provisions of Internal Control System. The internal control system shall include:

(1) An organization chart depicting appropriate segregation of functions and responsibilities;

(2) A description of the duties and responsibilities of each position shown on the organizational chart; and

(3) A detailed narrative description of the administrative and accounting procedures designed to satisfy the requirements of subsection (a).

13. Public Health and Safety; Fees and Payments in Lieu of Taxes

a. Compliance. The construction, maintenance and operation of the Gaming facility shall comply with all federal and Tribal codes, laws and regulations governing buildings, safety, maintenance, plumbing, fire safety, electricity, entertainment, alcohol and handling of food and beverages. The applicable federal and Tribal officials charged with enforcement of such codes, laws and regulations must be provided access to inspect and ensure compliance.

b. Emergency Service Accessibility. The Tribes and the Tribal Gaming Commission shall make provisions for adequate emergency accessibility and service of the Gaming facility.

14. Tribal Reimbursement for Expenses Incurred by the State Gaming Agency

a. Tribes Reimburse State Expenses. The Tribes shall reimburse the State for only those expenses the State incurs as the result of fulfilling a written request of the Tribes relating to carrying out the responsibilities under this Compact. The Tribes shall

not be responsible for expenses the State may incur in connection with this Compact that have not been requested by the Tribes.

b. State Shall Submit Statement of Expenses. The State shall submit a detailed statement of expenses on a monthly basis to the Tribal Gaming Commission. The Tribes shall reimburse the State within thirty (30) days after the receipt of the statement of expenses

c. Notice of Objection to Expenses. If the Tribes believes that it has been assessed a charge for services that have not been requested by the Tribes in writing, or that they have been assessed a charge for services that are not related to the Tribes' gaming or that the charges are not reasonable or necessary, they shall notify the State that it objects to the charge. If the parties are not able to resolve such a dispute, they may resort to arbitration as provided in Section 18 of this Compact and the arbitrator may allow or disallow the disputed charge.

d. Information Regarding the State Budgeting Process. The State Gaming Agency shall advise the Tribes of its requests for appropriations dealing specifically with tribal gaming. Except where impracticable due to exigent circumstances, such information shall be provided at least two (2) months prior to submission of a proposed budget to the State Legislature.

15. Audits

At the close of the fiscal year (commencing with the current Tribal fiscal year), the Tribes shall engage an independent certified public accountant to audit the books and records of all Gaming operations conducted under this Compact. The audit shall be completed within one hundred twenty (120) days after the close of the fiscal year. Upon completion of the audit, the Tribes shall forward copies of any audit reports and management letters to the State Gaming Agency and shall make copies of all current internal accounting and audit procedures available to the State upon written request.

16. State Oversight of Compact Provisions

a. Monitoring and Inspection. The State Gaming Agency, pursuant to the provisions of this Compact, has the limited authority to monitor and inspect the Gaming operation to ensure that the Gaming operation is conducted in compliance with the provisions of this Compact, the Ordinance and applicable regulations. In order to properly monitor the Gaming operation, no more than two (2) agents of the State Gaming Agency on any given day along with at least one member of the Tribal Gaming Commission or other tribal designee shall review and examine any area of the Gaming operation that is directly related to Class III gaming. Said review and examination shall not interfere with the normal functioning of the Gaming operation. Said state agent(s) shall be previously identified as such in writing to the Tribal Gaming Commission and shall provide proper identification at the time of inspection to the appropriate Tribal representatives.

b. Review and Examination of Records. Upon the completion of any review and examination by the Tribal Gaming Commission or the State Gaming Agency, copies of the findings shall be maintained by both parties and shall be shared if so requested.

c. Independent Compliance Audit. The State Gaming Agency shall be supplied with the federally required Independent Compliance Audit annually as is submitted to the NIGC by the Tribes. In the event the State Gaming Agency has a concern with the federally required Independent Compliance Audit, the State Gaming Agency shall notify the Tribal Gaming Commission in writing and then a joint effort between the State Gaming Agency and the Tribal Gaming Commission shall take place in the selection of an independent auditor. Copies of the results of the Compliance Audit shall be submitted to both gaming agencies within ten (10) days of completion if possible.

d. Good Faith. The State shall exercise its rights under this Compact in good faith and in a manner that does not interfere with the day to day operations of the Gaming facility.

17. Criminal Jurisdiction

a. Tribal Criminal Jurisdiction. Except as limited by subsection (c) below, in enforcing the terms and provisions of this Compact and any ordinance implementing the Compact, the Tribes shall exercise exclusive criminal jurisdiction over Indians.

b. State Criminal Jurisdiction. Except as limited by subsection (c) below, in enforcing the negotiated terms and provisions of this Compact, the State shall exercise exclusive criminal jurisdiction over non-Indians. The Tribes agree to cooperate with the State in any criminal investigation being conducted pursuant to this subsection and to provide any information in the Tribes' possession relative to a criminal proceeding being conducted by the State. For purposes of State enforcement, all State criminal laws and such laws as hereafter amended pertaining to the licensing, regulation or prohibition of gaming and gambling which are not inconsistent with this Compact, including the sanctions associated with such laws, are adopted and incorporated herein by reference.

c. Federal Criminal Jurisdiction. Nothing contained herein shall be deemed to modify or limit existing federal criminal jurisdiction over the Gaming operation negotiated under this Compact or over individuals who commit gaming-related offenses.

18. General Dispute Resolution

The following resolution process, including but not limited to the judicial resolution process, shall apply exclusively for the resolution of issues arising under the provisions of this Compact.

a. Compliance. If either party believes the designated representative of the other party has failed to comply with any of the provisions of this Compact, it shall invoke the following procedure:

(1) Informal Dispute Resolution.

(A) The party asserting noncompliance shall serve written notice upon the other party. The party asserting the noncompliance shall identify the specific provision of this Compact alleged to have been violated and shall specify the factual basis

thereof. The State and the Tribes shall thereafter meet within ten (10) days in an effort to resolve the dispute.

(B) If the dispute is not resolved to the satisfaction of the parties within thirty (30) days after the service of the notice set forth above, either party may pursue the remedies below:

(2) Arbitration.

If agreement cannot be reached, such issues shall be submitted to binding arbitration as follows:

(A) Either party shall serve written notice of intent to arbitrate on the other party on the final day of negotiation. The party serving notice of intent to arbitrate shall identify the specific provision(s) of this Compact and/or issues, which shall be submitted for arbitration.

(B) Both parties shall within five (5) days of notice of intent to arbitrate provide a list of five (5) names of individuals available as prospective arbitrators. Each party shall, within five (5) days of the receipt of the other party's list, select a person from that list as an arbitrator. Within ten (10) days of their selection, these two individuals shall select a third arbitrator from a list of not less than five (5) nominees from an independent arbitrators' or alternative dispute resolution organization. If the individuals do not agree upon such organization, it shall be the American Arbitration Association. The State and the Tribes agree that the arbitrators shall be required to submit their decision within ninety (90) days of the selection of the third arbitrator.

(C) The arbitrators shall have authority to issue such orders and decisions as shall be reasonably necessary or desirable to bring about an expeditious decision consistent with the judicial decision made in the initial declaratory judgment action brought pursuant to Section 5.

(D) Except as provided by Section 4, the Tribes agree not to conduct games pursuant to Section 5(c)(2) until the completion of arbitration. However, if conclusion of the arbitration process is delayed for any reason, the arbitrators may permit gaming on such terms as they determine pending conclusion of arbitration.

(E) Arbitration expenses will be billed equally to the respective parties.

(F) Except as may be determined by a federal court, arbitration decisions shall have the same effect as if a part of this Compact, and are incorporated in full herein. They shall be in effect unless and until determined otherwise by a federal court.

(G) Nothing herein shall preclude the parties from agreeing to an alternate form of dispute resolution.

(3) Judicial Resolution.

(A) Upon completion of the informal dispute resolution process of subsection (1) and (2), both the State and the Tribes consent to the jurisdiction of the United States Federal Court, District of Idaho, for the resolution of any dispute arising from activities governed by this Compact.

(B) If the Tribes do not consent to federal court jurisdiction with respect to any action brought by the State of Idaho to enforce the provisions of this Compact, the State shall notify the Secretary of the Interior of that fact and shall mail a copy of said notice to the NIGC and the Tribes. This Compact shall be null and void five (5) business days after the Tribes' receipt of such notice, unless the Tribes consent to federal court jurisdiction within that time.

(C) If the State refuses to consent to federal court jurisdiction with respect to any action brought by the Tribes to enforce the provisions of this Compact, the Tribes shall notify the Secretary of the Interior of that fact and shall mail a copy of such notice to the National Indian Gaming Commission and to the State. Unless

the State consents to federal court jurisdiction within five (5) days of receipt of such notice, the relief requested by the Tribes in its Complaint filed with the federal court shall be deemed granted and incorporated into this Compact as if fully set forth herein.

(4) No Third Party Rights. Nothing herein shall be interpreted as providing standing to any person or entity other than the Tribes, the State, or the United States to bring an action for enforcement of the terms of this Compact.

(5) Post Compact Meetings. The Tribes and the State agree to meet periodically as may be needed in an effort to enhance good relations and to facilitate the orderly operation of the matters addressed in this Compact

19. Reservation of Rights Under the Act

a. Status of Class II Gaming. Nothing in this Compact shall be deemed to affect the operation by the Tribes of any Class II gaming as defined in the Act, whether conducted within or without the Gaming facility or gaming facilities, or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribes.

b. No Authorization to Tax. Except as provided in Section 14, nothing in this Compact shall be deemed to authorize the State or any political subdivision thereof to impose any tax, fee, charge or assessment upon the Tribes or the Gaming operation. Nothing in this Compact shall authorize or permit the collection and payment of any Idaho tax or contribution in lieu of taxes or fees on or measured by gaming transactions, gaming devices permitted under this Compact, gross or net Gaming revenues, or the Tribes' net income. Nothing in this Section is intended to affect the State's right to tax income as permitted by law.

c. Preservation of Tribal Self-Government. Except as set forth in this Compact, nothing shall be deemed to authorize the State or any political subdivision thereof to regulate in any manner the government of the Tribes, including the Tribal Gaming Commission, or to interfere in any manner with the Tribes' selection of its government officers, including members of the Tribal Gaming Commission.

20. Operation of State Lottery

The Idaho State Lottery, which includes Idaho State Lottery vendors, may operate within the Fort Hall Indian Reservation subject to the terms and conditions listed below:

- a. The Idaho State Lottery may operate only with the Tribes' permission, and the Tribes may rescind permission at the sole discretion of the Tribes;
- b. The Idaho State Lottery must honor any requirements or conditions that the Tribes may require; and
- c. The Tribes will provide the Idaho State Lottery thirty (30) days' written notice of any requirements, conditions, or withdrawal of permission to operate in order to allow the Idaho State Lottery adequate time to fully comply with any Tribal requirements.

21. Consent does not constitute a waiver

Consent by either party to jurisdiction of the federal courts in any one action shall not constitute a waiver of future rights to assert a lack of jurisdiction in any other action.

22. Severability

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

23. Notices

All notices required or authorized to be served under this Compact shall be served by certified mail, return receipt requested, by commercial overnight courier service or by personal delivery at the following addresses:

State: State Gaming Agency
c/o Director, Idaho State Lottery
1199 Shoreline Lane, Suite 100
Boise, ID 83702

Tribes: Chairman, Fort Hall Business Council
Shoshone Bannock Tribes
P.O. Box 306
Fort Hall, ID 83203

And

Chairman, Shoshone-Bannock Gaming Commission
P.O. Box 1001
Fort Hall, ID 83203

24. Effective Date and Duration

a. Effective Date. This Compact shall become effective upon execution by the Governor of the State and the Chairman of the Tribes, and upon certification by the Governor that the legislature has ratified the compact and authorized waiver of the State's Eleventh Amendment immunity, upon certification by the Tribal Chairman that the Tribes have adopted a resolution authorizing waiver of sovereign immunity and upon approved by the Secretary of the Interior and publication in the Federal Register pursuant to the Act.

b. Renegotiation. The State and the Tribes may, by appropriate and lawful means, request negotiations to amend or replace this Compact. In the event of a request for renegotiation, this Compact shall remain in effect until renegotiated or replaced. Such requests shall be in writing and shall be sent by certified mail to the Governor of the State or the Chairman of the Tribes at the appropriate governmental office.

c. Changes in Federal Law. In the event federal law regarding gaming on Indian Lands shall change, any provision of this Compact which may be inconsistent with such change shall be void only to the extent necessary to conform to said change.

d. Games Conducted by Other Tribes in Idaho. In the event any other Indian tribe is permitted by compact or final court decision to conduct any Class III games in Idaho in addition to those games permitted by this Compact, this Compact shall be amended to permit the Tribes to conduct those same additional games. A final court

decision shall mean a final decision of a federal court or Idaho court once it is no longer capable of change by reconsideration, appeal, review or *certiorari*.

25. Amendments

This Compact cannot be amended except in writing by the State and the Tribes as provided in Section 23.

26. Entire Agreement

This Compact contains the entire agreement of the parties hereto with respect to the matters covered by this Compact and no other statement, agreement or promise made by any party, officer or agency of any party shall be valid or binding. The Tribes and the State shall not enter into any other compact affecting the Gaming operation, except as amended to this Compact as provided hereinabove.

27. Governing Law

This Compact shall be governed by and construed in accordance with the laws of the United States.

28. Triplicate Originals

This Compact shall be executed in triplicate originals, one for each of the signatures. Each and all are equally valid.

29. Authority to Execute

Each of the undersigned represents that he or she is duly authorized and has the authority to execute this Compact on behalf of the party for whom he or she is signing.

IN WITNESS WHEREOF, the parties have executed this Compact on the day and year set forth below.

STATE OF IDAHO

SHOSHONE-BANNOCK TRIBES

By 
Dirk Kempthorne, Governor

By 
Chairman

Dated: February 18, 2000

Dated: February 18, 2000

SHOSHONE-BANNOCK GAMING
COMMISSION

By *Sandra Todd*
Sandra Todd, Chairperson

Dated: February 18, 2000

CERTIFICATION OF AUTHORIZATION TO
WAIVE SOVEREIGN IMMUNITY

I HEREBY CERTIFY that the Tribes have adopted a resolution authorizing waiver of sovereign immunity as contemplated in this Compact.

SHOSHONE-BANNOCK TRIBES

By *James Long*
Chairman

Dated: February 18, 2000

CERTIFICATION OF LEGISLATIVE RATIFICATION
AND
AUTHORIZATION TO WAIVE ELEVENTH AMENDMENT IMMUNITY

I HEREBY CERTIFY that the Legislature of the State of Idaho has enacted a statute ratifying this Compact and authorizing the waiver of Eleventh Amendment immunity as contemplated in this Compact.

STATE OF IDAHO

By *Dirk Kempthorne*
Dirk Kempthorne, Governor

Dated: February 18, 2000

UNITED STATES
DEPARTMENT OF THE INTERIOR

By 
Kevin Gover
Assistant Secretary - Indian Affairs

Dated: AUG 24 2000