

**TRIBAL-STATE CLASS III GAMING COMPACT
BETWEEN THE
OGLALA SIOUX TRIBE
AND THE
STATE OF SOUTH DAKOTA**

This amended Tribal-State Class III Gaming Compacts is made and entered into as of the __ day of _____, 2014, by and between the Oglala Sioux Tribe (Tribe) and the State of South Dakota (State).

RECITALS

WHEREAS, the Oglala Sioux Tribe of the Pine Ridge Reservation is a federally recognized Indian Tribe; and

WHEREAS, the State has, through constitutional provisions and legislative acts, authorized limited gaming activities to be conducted in South Dakota; and

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act (IGRA), Public Law 100-497, 102 Stat. 2426, 25 U.S.C. sec. 2701, et seq. (1988) which permits Indian tribes to operate Class III gaming activities on Indian lands pursuant to a Tribal-State Compact entered into for that purpose; and

WHEREAS, the Tribe operates Class III gaming activities on the Pine Ridge Reservation in South Dakota; and

WHEREAS, the Tribe and the State have negotiated a Tribal-State Class III Gaming Compact to permit the operation of such gaming activities; and

NOW, THEREFORE, in consideration of the foregoing, the Tribe and the State do promise, covenant, and agree as follows:

1. DECLARATION OF POLICY

In the spirit of cooperation, the Tribe and the State hereby set forth in joint effort to implement the terms of the Indian Gaming Regulatory Act (IGRA). The State recognizes the positive economic benefits that gaming may provide to the Tribe. The Tribe and the State recognize the need to insure that the health, safety, and welfare of the public and the integrity of the gaming industry of South Dakota is protected.

2. PURPOSE AND SCOPE OF THE COMPACT.

This Compact and the Tribe's gaming regulations and ordinances shall govern the regulation and operation of Class III gaming on the Pine Ridge Reservation. The purpose of this Compact is to provide the Tribe with the

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opportunity to operate gaming activities in a manner that will benefit the Tribe economically, that will insure fair operation of the games, and that will minimize the possibility of corruption.

3. TYPE OF GAMING PERMITTED.

3.1 Games. The Tribe shall operate blackjack, poker tables and slot machines pursuant to this Compact and the Tribe's gaming regulations and ordinances. The Tribe shall be permitted to operate such other gaming as may be authorized by state law after the date of the signing of this Compact, provided that at least thirty days prior to offering the games for play the Tribe shall notify the State of the type of games to be operated and the regulations therefor, which shall be as stringent as state laws applicable to such games.

3.2 Definition of Games. For the purposes of this Compact, the terms "blackjack," "poker" and "slot machines" are defined in South Dakota Codified Laws 42-7B-4(3), (18), (21), respectively, except that the term "slot machines" does not include "video lottery machines" as defined by SDCL 42-7A-1(13). Slot machines operated by the Tribe pursuant to this Compact may be linked or connected by means of telecommunications, or computer enhancement to slot machines or video lotteries operated by another tribe or tribes currently known as "linked progressive slot machine system" pursuant to the terms of a tribal/state compact approved by the Secretary of the Interior pursuant to 25 U.S.C. § 2710, authorizing such other tribe or tribes to similarly operate slot machines or video lottery machines through linkages or connections with the slot machines or video lottery machines operated by other tribes.

3.3 Pari-Mutuel Wagering on Horses and Dogs. The Tribe shall operate pari-mutuel wagering on horse races and greyhound races pursuant to the terms of this Compact and the Tribe's gaming regulations and ordinances. The Tribe may operate pari-mutuel wagering on horse and greyhound races occurring within or without the United States at the tribal gaming establishment identified in Section 4.4 below; provided, that the Tribe shall dedicate 25% of net gaming revenue from pari-mutuel wagering to tribal grants for educational and after school programs at BIA, tribal, parochial and public schools with substantial Indian student populations in Shannon, Bennett, and southern Jackson County (former Washabaugh County) and educational programs at Oglala Lakota College. If the Tribe does not engage in pari-mutuel gaming, it shall be under no obligation to make such grants.

3.4 Blackjack and Other Games. The Tribe shall be allowed to operate an unlimited number of tables of Class III blackjack at the Prairie Wind Casino as may be authorized by state law. The Tribe shall be authorized to operate such other gaming as may be authorized by state law, tribal ordinances and regulations, and this Compact, as set forth in paragraphs 3.1 and 4.1.

4. OPERATION OF GAMING.

4.1 Tribal Ordinances and Regulations. The Tribe shall operate its gaming activities pursuant to this Compact and the ordinances and regulations enacted by the Tribe, which ordinances and regulations shall be at least as stringent as those adopted by the State of South Dakota in Ch. 42-7B and ARSD 20:18, et seq. and in addition, for pari-mutuel wagering tribal ordinances and regulations shall be at least as stringent as State of South Dakota Ch. 42-7 and ARSD 20:04:30 et seq. All such ordinances and regulations shall be made available to the State.

4.2 Tribal Gaming Commission. The Tribe shall appoint a Tribal Gaming Commission, which shall supervise the gaming activities, issue licenses as provided herein, inspect all premises where gaming is conducted and otherwise be responsible for enforcing the Tribe's Gaming ordinance and regulations. The Tribe shall furnish the State with copies of such ordinances and regulations and shall advise the State of any amendment, revision or rescission of the gaming regulations. The Tribe agrees that in no event shall it amend, revise or rescind any gaming regulations which would result in the tribal regulations being less stringent than the statutes and rules adopted by the State of South Dakota.

4.3 Scope of the Tribal Gaming Commission Responsibility. The Tribal Gaming Commission shall have the primary responsibility for the supervision and regulation of gaming on the Pine Ridge Reservation. This shall include, but not be limited to, the licensing of gaming employees and the inspection and regulation of all gaming devices. Any discrepancies in the gaming operation and any violation of the Tribal Gaming Regulatory Commission regulations and rules or this Compact shall be immediately reported to the Tribal Gaming Commission and the South Dakota Commission on Gaming for appropriate action by the Tribal Gaming Commission pursuant to the terms of this Compact.

4.4 Location of Class III Gaming Activities. Unless and until the parties agree in writing to an additional location or locations, all Class III gaming activities contemplated by this Compact shall be conducted at the following location: The Northwest quarter (NW $\frac{1}{4}$) of section fifteen (15), Township thirty-seven North (T 37 N), Range forty-eight West (R 48 W) of the 6th Principal Meridian, in Shannon County, South Dakota, a tract within the boundaries of the Pine Ridge Reservation, held in trust for the Oglala Sioux Tribe by the United States government. If the Tribe desires to add an additional location for Class III gaming under this Compact, the Tribe shall notify the State, and the parties shall engage in good faith negotiations to amend this Compact. In such event all terms and conditions of this Compact shall be subject to negotiation.

4.5 Disciplinary Action for Misconduct by Licensees. Any suspected violation of any law or rule, adopted in the State/Tribal Compact, shall be reported to the Tribal Gaming Commission and the South Dakota Commission on Gaming. If either the State or the Tribe concludes that a violation has occurred, the violation

will be addressed by the Tribe within five (5) days. The Tribal Gaming Commission shall notify the executive secretary of the South Dakota Commission on Gaming of the action which it took in response to the reported violation.

5. LAW ENFORCEMENT.

Criminal Proceedings. Criminal proceedings arising from conduct related to the gaming activities which are the subject of this Compact or arising on the premises where such gaming is conducted shall be investigated and prosecuted on the following basis: Criminal proceedings against defendants who are members of the Oglala Sioux Tribe *or other Indians (25 U.S.C. sec. 1301(2))* shall occur in tribal court. Criminal proceedings against defendants who are non-Indians shall be prosecuted in state court. Nothing contained in this provision shall deprive the federal, state or tribal courts of any jurisdiction which they might otherwise have under applicable law. *United States v. Lara, 541 U.S. 193 (2004)* (double jeopardy does not bar prosecution for offense against tribal law and for separate offense against Federal law).

6. CIVIL JURISDICTION (OTHER THAN APPEALS FROM THE TRIBAL GAMING COMMISSION).

6.1 Forums for Proceedings. Private civil actions arising from matters related to gaming and involving only Indians shall be heard in any court of competent jurisdiction, and such cases brought against Oglala Sioux tribal members shall be heard in any court of competent jurisdiction. A civil case in which the defendant is not a member of a Federally recognized Indian tribe shall be heard in state court. The parties may stipulate that an action may be heard in another court or by arbitration.

6.2 Limitations. It is understood by the parties that the provisions of this paragraph are limited to civil cases arising from transactions related to or arising from gaming conducted on the Pine Ridge Reservation pursuant to this Compact. This provision shall not be construed to be a waiver of the sovereign immunity of the Oglala Sioux Tribe.

7. LICENSING OF GAMING OPERATORS AND EMPLOYEES.

7.1 Operators and Employees Licenses. All individuals who operate or manage a gaming operation on the Pine Ridge Reservation shall be licensed by the Tribal Gaming Commission. All individuals employed to work directly with the gaming operation shall be licensed by the Commission.

7.2 Application and Background Investigation Requirements. The Oglala Sioux Tribal Gaming Commission shall have the primary responsibility for the licensing of individuals who operate or manage a gaming operation or who are employed in the tribal gaming operation. Any person seeking to be licensed

hereunder shall first submit an application to the Tribal Gaming Commission which application shall include a written release by the applicant authorizing the State to conduct a background investigation of the applicant on behalf of the Tribal Gaming Commission. The State shall agree to conduct an investigation of the applicant on behalf of the Tribal Gaming Commission, upon receipt of the executed release and payment of the fee as provided in the South Dakota Commission on Gaming rules and regulations for such investigations, provided that no credit check will be conducted for tribal gaming license applicants. The State shall provide the Tribal Gaming Commission with a written report regarding each applicant within thirty (30) days of the receipt of the request and fee or as soon thereafter as practical.

7.3 Suitability of Applicants. The Tribal Gaming Commission shall not issue a license to any unsuitable applicant. A suitable applicant is one who is determined to be suitable by the Tribal Gaming Commission according to tribal ordinance and by the South Dakota Commission on Gaming pursuant to SDCL Ch. 42-7B and the South Dakota Commission on gaming rules and regulations, provided that no applicant shall be deemed unsuitable because of issues pertaining to credit.

7.4 License Renewals. (a) Because, except as provided in subparagraph (b), each licensee must, in any case, be relicensed annually, the State agrees not to require additional relicensing of any person to operate, manage or be employed in any gaming operation conducted under the authority of this Compact, provided that the person has obtained the applicable license to operate, manage or be employed in any gaming operation in Deadwood, South Dakota, or any gaming operation conducted under the authority of a compact between the State of South Dakota and any Indian tribe. (b) Except for the CEO of the tribal gaming operation, tribal gaming licensees may be licensed and re-licensed bi-annually and in the second year of such bi-annual license shall submit to the Tribal Gaming Commission a consent form for a tribal criminal background check and shall file personal financial disclosure forms setting forth their major sources of income, other information as reasonably required by the Tribal Gaming Commission to show good moral character and an affirmation that they have no conflict of interest with the gaming operation and that they have not been discharged for cause by any licensed gaming establishment. SDCL 42-7B-23.

7.5 Arbitration of Disagreements. Should the Tribal Gaming Commission disagree with the State's determination on suitability, the Tribal Gaming Commission may invoke the following arbitration procedure: The dispute shall be determined by a three person binding arbitration board. One member of the Board shall be the chair of the South Dakota Commission on Gaming or his designee. One member shall be the chair of the Tribal Gaming Commission or his designee. The third member shall be jointly selected by the two commission chairs or their designees and shall be a person who is knowledgeable in the regulation of gaming. The third member shall be compensated at the rate set by state law for members of the South Dakota Commission on Gaming for attendance at meetings of the Board.

The State and the Tribe shall each pay the third member one half of his compensation rate due.

The Arbitration Board shall determine whether the applicant is deemed suitable, taking into consideration the ordinances and regulations adopted by the Tribal Gaming Commission and the statutes and rules adopted by the state of South Dakota. The Arbitration Board shall further decide the suitability issue in the best interest of the public.

An arbitration shall be initiated by the filing of a Notice by the Tribal Gaming Commission with the South Dakota Commission on Gaming.

The parties shall be the Tribal Gaming Commission and the South Dakota Commission on Gaming.

Any party desiring a record of the proceedings may arrange for the present of a court reporter to prepare a transcript of the proceedings.

The arbitration proceeding shall be open to the public unless the Board finds that it is in the public interest that the arbitration proceed as a closed session.

If permitted by law, either the State or the Tribe may appeal the arbitration decision to federal district court.

8. REGULATORY STANDARDS FOR GAMING ON THE PINE RIDGE RESERVATION.

8.1 Establishment of Standards. In recognition of the valid public policy interests of the State, which are similarly appreciated as desirable by the Tribe, the following regulatory standards are established for gaming operated and played within the federally-recognized boundaries of the Reservation.

8.2 No Credit Extended. All gaming shall be conducted on a cash basis. Except as herein provided, no person shall be extended credit for gaming by the gaming facility operated within the Reservation, and no operation shall permit any person or organization to offer such credit for a fee. This restriction shall not apply to credits won by players who actively play on gaming machines after inserting coins or currency into the game, and shall not restrict the right of the Tribe or any other person to offer check cashing or to install or accept bank card or credit card transactions in the same manner as would be normally permitted at any retail business with the State.

8.3 Minimum Age for Players. No person under the age of twenty-one (21) shall be permitted on the premises where gaming is conducted pursuant to this Compact.

8.4 Technical Standards for Gaming Devices. All gaming machines operated and played within the Pine Ridge Reservation pursuant to this Compact shall meet or exceed the hardware and software specifications set forth by the South Dakota Commission on Gaming and SDCL 42-7B-43 prior to play. Gaming machine prototypes will be tested and approved prior to play by the State according to State procedures and by the Tribe according to Tribal Gaming Commission procedures.

8.5 Approval of Gaming Devices. No gaming device shall be operated on the Pine Ridge Reservation unless:

(1) The gaming device is purchased, leased or acquired from a manufacturer or distributor licensed to sell, lease or distribute gaming devices by the State, pursuant to SDCL Ch. 42-7B and ARSD 20:18.

(2) The gaming device or prototype thereof, has been tested, approved, and certified by a gaming test laboratory as meeting the requirements and standards of this Compact. For purposes of this Compact, a gaming test laboratory shall be a laboratory agreed to and designated in writing by the South Dakota Commission on Gaming and the Tribal Gaming Commission.

8.6 Limits Number of Gaming Devices. The Oglala Sioux Tribe may operate 500 gaming devices in tribal gaming establishments to be located on the Pine Ridge Reservation, provided that such devices shall be used at the existing location specified in paragraph 4.4, unless and until a further location(s) on the Tribe's Indian lands are identified by the Tribe, the Tribe provides such information to the State and this Compact is amended as provided in Section 4.4.

8.7 Additional Gaming Devices. The Tribe shall be allowed to increase the total number of slot machines according to the following schedule:

(1) Two years after the effective date of this Compact, the Oglala Sioux Tribe may increase the number of gaming devices operated under this compact by 100 gaming devices to a total of 600 gaming devices; and

(2) Four years after the effective date of this Compact, the Oglala Sioux Tribe may increase the number of gaming devices operated under this Compact by an additional 150 gaming devices to a total of 750 gaming devices.

8.8 Replacement Devices. The Tribe shall be entitled to have up to ten (10) gaming devices to be used to replace gaming devices which are out of service as a result of electronic or mechanical problems. These replacement devices are only to be used in such event and shall not be operated in addition to the maximum number of devices authorized above. Further, these replacement devices shall meet the requirements of paragraph 8.5 of this Compact.

8.9 Dedication of Revenue. When the Oglala Sioux Tribe increases the number of gaming devices by an additional 100 slot machines two years after the effective date of this Compact as provided in paragraph 8.9, the Tribe shall annually dedicate \$1000 in revenue per slot machine (up to \$100,000) to an Oglala Sioux Tribe tribal court or state court diversion program for tribal juveniles and young adult offenders in Shannon, southern Jackson (former Washabaugh), and Bennett Counties; and when the Tribe increases the number of gaming devices by an additional 150 machines four years after the effective date of this Compact as provided in paragraph 8.7, the Tribe shall annually dedicate \$1000 in revenue per slot machine (up to an additional \$150,000) to the above juvenile court diversion program. The program shall accept juvenile referrals from state and federal courts.

8.10 Inspection of Gaming Establishments. South Dakota Commission on Gaming shall be authorized to inspect (not to include audits) the tribal gaming establishment in accordance with the laws and rules adopted in the Compact.

8.11 Slot Machine Inspection Procedure. Any periodic inspection of slot machines shall only occur if the state inspector is accompanied by a member of the Tribal Gaming Commission, or a designee. Any such testing shall be carried out in a manner and at a time which will cause minimal disruption of the gaming operation. The Tribal Gaming Commission and the South Dakota Commission on Gaming shall be notified of all such testing and the results of such testing.

8.12 Remedies to Non-Complying Slot Machines. Upon inspection pursuant to paragraph 8.13, the State may designate slot machines which it believes do not comply with state or tribal gaming laws. The machines shall immediately be removed temporarily from play or sealed. Within five days of receipt of such written designation, the Tribe shall either:

- 1) accept the finding of noncompliance, remove such slot machines from play, and take appropriate action to ensure that the Tribe, manufacturer, distributor or other responsible party cures the problem; or
- 2) contest the finding of noncompliance before the Arbitration Board as provided in paragraph 7 above. In the event the Arbitration Board finds that the slot machine is noncomplying, such slot machine shall be removed from play. Slot machines removed from play pursuant to this section may be returned to play only after such slot machine comes into compliance with the provisions of 8.4 herein.

Nothing in this section shall limit the rights or remedies available to the parties under any other provision of this Compact or under the IGRA.

8.13 Approval and Inspection of Pari-Mutuel Wagering Equipment. All equipment used by the Tribe, including electrical or mechanical tote board devices, in conducting pari-mutuel wagering shall be of a type and meet the standards for size and information display set forth by the South Dakota Commission on Gaming.

The South Dakota Commission on Gaming agents shall be authorized to inspect (not to include audits) the equipment used by the Tribe in conducting pari-mutuel wagering to determine that it is in accordance with the laws and rules adopted in this Compact.

Any periodic inspection of pari-mutuel wagering equipment shall only occur if the state inspector is accompanied by a member of the Tribal Gaming Commission, or a designee. Any such inspection shall be carried out in a manner and at a time which will cause minimal disruption of the gaming operation. The Tribal Gaming Commission and the South Dakota Commission on Gaming shall be notified of all such inspections and the results of such inspections. If the results of any such inspection reveal that the equipment fails to meet applicable standards, the Tribe will not use such equipment until the equipment meets the applicable standards.

8.14 Limit on Wagers. The amount of a bet in any slot machine or any Class III blackjack game may not be more than one thousand dollars on the initial bet or subsequent bet subject to rules promulgated by the Tribal Gaming Commission. Slot machines operated in the establishments identified in 8.5 and Class III blackjack games at the Prairie Wind Casino may in the future offer such higher bet limits which are consistent with South Dakota statute and regulation and which are authorized by the Tribal Gaming Commission.

There shall be no wager limitation on pari-mutuel wagers placed on horse and dog races authorized under this Compact, except as determined by the Tribal Gaming Commission.

9. ACCOUNTING AND AUDIT PROCEDURES

9.1 Accounting Standards. The Tribe shall adopt accounting standards which meet or exceed those standards established in Chapter 20:18:22 of the South Dakota Rules and Regulations for Limited Gaming.

9.2 Audits. The Tribe shall conduct independent audits of the gaming operation and provide copies to the State. At the request of the Tribe and at the Tribe's expense, the State may in its discretion audit the tribal operation.

9.3 Audit Procedures. The Tribe shall engage an independent certified public accountant to audit the books and records of all gaming operations conducted pursuant to this Compact and shall make copies of the audit and all current internal accounting and audit procedures available to the State upon written request. The Tribe shall permit the State to consult with the auditors before or after any audits or

periodic checks on procedures which may be conducted by the auditors, and shall allow the State to submit written or oral comments or suggestions for improvements regarding the accounting and audit procedures. Within 30 days of receipt of any written or oral comments, the Tribe shall: (a) accept the comments and modify the procedures accordingly; or (b) respond to the comments with counterproposals or amendments.

10. DURATION

10.1 Effective Date. This Amended Compact shall become effective upon execution by the Governor of the State and the President of the Tribe, approval by the Secretary of the Interior and publication of that approval in the Federal Register pursuant to the IGRA.

10.2 Review, Notice and Extension. The terms of this Compact shall be subject to review at ten (10) year intervals dating from the date of execution of this Compact. Prior to the expiration of the ten (10) year period, each party to the Compact may give notice to the other party of provisions it believes require review or amendment. Such notice shall be in writing and shall be sent by certified mail to the Governor of the State or Chairman of the Tribe at the appropriate governmental office. If no notice is given by either party prior to the expiration of the ten (10) year period, or any subsequent ten (10) year period, the Compact shall automatically be extended for an additional ten (10) years. If, in the notice, a party states that termination of this Compact should not result from any failure of the parties to reach agreement with respect to changes in the provisions noticed for review or amendment, the Compact shall also automatically be extended for an additional ten (10) years. Upon receipt of such notice, the parties shall engage in good faith efforts to resolve the issues identified in the notice.

10.3 Negotiation and Remedies. Except as otherwise provided in the second paragraph of this section, in the event the parties are unable to resolve the issues identified in the notice upon expiration of the ten (10) year period or any subsequent ten (10) year period, this Compact, unless earlier terminated by agreement of the parties, shall remain in effect for 180 days thereafter. The parties shall have until the expiration of the 180 days to continue to negotiate and remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree in writing to extend the negotiating period without prejudice to the rights of either party.

10.4 Expiration and Termination. Upon the expiration of the negotiating period, or any extension thereof, the Compact shall terminate unless the parties, in writing, agree otherwise. If the parties are able to resolve their differences, they shall sign a new Compact incorporating any revisions they believe necessary and appropriate.

10.5 Termination for Cause. Either party may terminate this Compact upon a substantial breach by the other party regardless of any other provision of this Compact. Upon identification of what either party believes to be a substantial breach of the terms of this Compact, such party shall notify the other party in writing, via certified mail, return receipt requested, as to the nature of the substantial breach. The complaining party may terminate this Compact in writing after at least 30 days have elapsed from receipt of the notice of noncompliance by the other party, unless the breach has been remedied and the cause of the breach has been dealt with in a manner acceptable to the complaining party or unless the responding party has presented a plan to deal with the breach which is acceptable to the complaining party.

10.6 Termination if State Criminally Prohibits Legalized Gaming. Notwithstanding any other provision of this Compact including the paragraph immediately above, it is agreed between the parties that on the day that it becomes illegal as a matter of South Dakota law to operate slot machines or Class III blackjack or to conduct pari-mutuel wagering on horse races or greyhound races, as the case may be, within the State of South Dakota, this Compact shall expire and be of no further force with respect to the illegal gaming activity.

11. PERSONAL INJURY REMEDY FOR PATRONS

During the term of this Compact, the Tribe shall maintain and enforce a Tort Claims Ordinance that provides: (1) the Tribe shall obtain and maintain public liability insurance insuring the Tribe's Class III gaming operation in South Dakota, and their agents and employees, against claims by visitors of the gaming facility for bodily injury or property damage arising out of the operation of the gaming facility; (2) such insurance coverage shall provide coverage of no less than \$1 million per person and \$1 million per occurrence; (3) a limited waiver of the Tribe's sovereign immunity within the scope of coverage and the in force policy limits of the insurance coverage, which specifies that the Tribe agrees that it will not assert the defense of sovereign immunity in Federal or Tribal Court for any claim within the scope of coverage and the in force policy limits of the insurance; and (4) any insurance policy expressly prohibits the insurer from asserting or attempting to assert the defense of sovereign immunity. Under its Tort Claims Ordinance, The Tribe may provide for arbitration of tort claims in accordance with the rules of the American Arbitration Association and review of such arbitration awards in Federal Tribal Court. The Tribe shall at all times provide the State with the current version of the insurance policy, the current certificate of coverage, and its Tort Claims Ordinance. The Tribe shall provide the State with notice of any changes to its Tort Claims Ordinance, any changes to the public liability insurance coverage, including a lapse in coverage or a failure to renew, and the Tribe understands and agrees that any future amendments shall comply with this section of the Compact.

12. GENERAL PROVISIONS

12.1 Application of General Provisions. The following conditions shall be applicable throughout the term of this Agreement:

12.2 Actions to Resolve Disputes. The parties hereto agree that in the event that a dispute arises as to an interpretation of the provisions of this Compact, in any of the rights, responsibilities or obligations attaching to the parties hereto, either party may commence an action in federal district court for the purpose of resolving such dispute.

12.3 Tribal Reimbursements of State Costs and Expenses. The parties hereto agree that the Tribe shall be responsible for the costs incurred by the State and associated with the State's performance of its responsibilities as provided for herein. The intent of this Compact is to provide for the reimbursement for the costs and expenses of the State in performing its responsibilities as provided herein. The parties agree that this provision does not require payment by the Tribe of court costs or attorney's fees in litigation. The parties also agree that this provision does not require payment by the Tribe of costs incurred by the State of South Dakota for law enforcement officers of the State except that such payment is required with regard to costs incurred for law enforcement officers of the State who are agents and employees of the South Dakota Commission on Gaming.

The hourly rate to be paid to the State for its services pursuant to this Compact is fifty dollars (\$50.00). Travel, per diem, and other expenses shall be paid to the State at the rates set out in South Dakota Administrative Rules, ARSD 05:01:02. Should the rates set out in the Administrative Rules be changed during the term of this Compact, or during the term of any renewal of this Compact the rates to be paid to State shall likewise be altered.

12.4 Form and Means of Notification. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demand which any party hereto may desire or may be required to give to the other party hereto, shall be in writing and shall be personally delivered or sent by telegram or 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 any party shall hereinafter inform the other party hereto by written notice given as aforesaid:

Notice to the Tribe shall be sent to:

President's Office
Oglala Sioux Tribe
P.O. Box 2070
Pine Ridge, SD 57770

Notice to the State shall be sent to:

Governor's Office
500 East Capitol
Pierre, SD 57501

12.5 Time of Effect of Notices. All notices, payments, requests, reports, information or demand so given shall be deemed effective upon receipt or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever occurs first, except that any notice of change of address shall be effective only upon receipt by the party to whom said notice is addressed.

12.6 Entire Agreement and Means of Modification. This Agreement is the entire Agreement between the parties and supersedes all prior agreements whether written or oral, with respect to the subject matter hereof. Neither this Agreement nor any provision herein may be changed, waived, discharged or terminated, orally, but only by an instrument in writing.

12.7 Execution in Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute but one and the same documents.

12.8 Non-Assignability. The State and/or Tribe may not assign any of its respective right, title, or interest in this agreement, nor may the State and/or Tribe delegate any of its respective obligations and duties under this Agreement, except as expressly provided herein. Any attempted assignment or delegation in contravention of the foregoing shall be null and void.

12.9 IGRA Remedies and Limitation. Nothing in this Compact shall be construed to limit the rights or remedies available to the parties hereto under the Indian Gaming Regulatory Act.

12.10 No Waiver of Sovereignty. This Compact shall not be construed to waive or diminish the sovereignty of the Oglala Sioux Tribe or the State of South Dakota, except as specifically provided by the terms of the Compact set forth above.

12.11 Amendment or Modification of Agreement. This Agreement may be amended or modified in writing at any time by mutual agreement of the parties subject to any federal approval of such amendment or modification required by the IGRA.

12.10 Limitation on Use of Net Revenue. The Tribe hereto agrees that none of the funds generated by gaming conducted under this Compact shall be used by the Tribe or its agents to influence the outcome of any local, state, or federal election conducted within the State of South Dakota.

WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

Date:

OGLALA SIOUX TRIBE

By: _____

STATE OF SOUTH DAKOTA

By: _____

SECRETARY OF THE INTERIOR

By _____