Dated: July 31, 2009.

George T. Skibine,

Acting Principal Deputy, Assistant Secretary—Indian Affairs.

[FR Doc. E9–19887 Filed 8–18–09; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal—State Class III Gaming Compact.

SUMMARY: This notice publishes an approval of the Gaming Compact between the Standing Rock Sioux Tribe and the State of South Dakota (including 2001 and 2009 Amendments).

DATES: *Effective Date:* August 19, 2009.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Acting Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA) Public Law 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. This Compact extends the provisions of the 1992 Compact with the term of the Compact being extended from 3 years to 10 years.

Dated: August 12, 2009.

Larry Echo Hawk,

Assistant Secretary—Indian Affairs.

[FR Doc. E9–19886 Filed 8–18–09; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

National Park Service

Boston Harbor Islands National Recreation Area Advisory Council; Notice of Public Meeting

AGENCY: Department of the Interior, National Park Service, Boston Harbor Islands National Recreation Area.

ACTION: Notice of meeting.

SUMMARY: Notice is hereby given that a meeting of the Boston Harbor Islands National Recreation Area Advisory Council will be held on Wednesday, September 16, 2009, at 6 p.m. to 8 p.m. at the New England Aquarium, Harborside Learning Lab, Central Wharf, Boston, MA.

This will be the quarterly meeting of the Council. The agenda will include an update on the messaging project, discussion of how to stimulate public participation in park planning and other management efforts, a park update and public comment.

The meeting will be open to the public. Any person may file with the Superintendent a written statement concerning the matters to be discussed. Persons who wish to file a written statement at the meeting or who want further information concerning the meeting may contact Superintendent Bruce Jacobson at (617) 223–8667.

DATES: September 16, 2009 at 6 p.m.

ADDRESSES: New England Aquarium, Harborside Learning Lab, Central Wharf Boston, MA.

FOR FURTHER INFORMATION CONTACT: Superintendent Bruce Jacobson, (617) 223–8667.

SUPPLEMENTARY INFORMATION: The Advisory Council was appointed by the Director of National Park Service pursuant to Public Law 104–333. The 28 members represent business, educational/cultural, community and environmental entities; municipalities surrounding Boston Harbor; Boston Harbor advocates; and Native American interests. The purpose of the Council is to advise and make recommendations to the Boston Harbor Islands Partnership with respect to the development and implementation of a management plan and the operations of the Boston Harbor Islands NRA.

Dated: July 29, 2009.

Bruce Jacobson,

Superintendent, Boston Harbor Islands NRA.

[FR Doc. E9–19841 Filed 8–18–09; 8:45 am]

BILLING CODE 4310–86–P

DEPARTMENT OF LABOR

Employment and Training Administration

Notice of Determinations Regarding Eligibility To Apply for Worker Adjustment Assistance

In accordance with Section 223 of the Trade Act of 1974, as amended (19 U.S.C. 2273) the Department of Labor herein presents summaries of determinations regarding eligibility to apply for trade adjustment assistance for workers by (TA–W) number issued during the period of June 29 through July 10, 2009.

In order for an affirmative determination to be made for workers of a primary firm and a certification issued regarding eligibility to apply for worker adjustment assistance, each of the group eligibility requirements of Section 222(a) of the Act must be met.

I. Under Section 222(a)(2)(A), the following must be satisfied:

(1) A significant number or proportion of the workers in such workers' firm have become totally or partially separated, or are threatened to become totally or partially separated;

(2) The sales or production, or both, of such firm have decreased absolutely; and

(3) One of the following must be satisfied:

(A) Imports of articles or services like or directly competitive with articles produced or services supplied by such firm have increased;

(B) Imports of articles like or directly competitive with articles into which one or more component parts produced by such firm are directly incorporated, have increased;

(C) Imports of articles directly incorporating one or more component parts produced outside the United States that are like or directly competitive with imports of articles incorporating one or more component parts produced by such firm have increased;

(D) Imports of articles like or directly competitive with articles which are produced directly using services supplied by such firm, have increased; and

(4) The increase in imports contributed importantly to such workers' separation or threat of separation and to the decline in the sales or production of such firm; or

II. Section 222(a)(2)(B) all of the following must be satisfied:

(1) A significant number or proportion of the workers in such workers' firm have become totally or partially separated, or are threatened to become totally or partially separated;

(2) One of the following must be satisfied:

(A) There has been a shift by the workers' firm to a foreign country in the production of articles or supply of services like or directly competitive with those produced/supplied by the workers' firm;

(B) There has been an acquisition from a foreign country by the workers' firm of articles/services that are like or directly competitive with those produced/supplied by the workers' firm; and

(3) The shift/acquisition contributed importantly to the workers' separation or threat of separation.

In order for an affirmative determination to be made for adversely

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

JUL 17 2009

Honorable Ron His Horse Is Thunder
Chairman, Standing Rock Sioux Tribe of South Dakota
P.O. Box D
Fort Yates, North Dakota 58538

Dear Chairman His Horse Is Thunder:

On June 04, 2009, we received the Gaming Compact between the Standing Rock Sioux Tribe (Tribe) and the State of South Dakota (State) concerning Class III Gaming, (Amendment), executed on June 02, 2009. We have completed our review of this Amendment and supporting document. And conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment 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.

A similar letter is being sent to the Honorable Michael Rounds, Governor, State of South Dakota. We wish the Tribe and the State continued success in their economic venture.

Sincerely,

George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary – Indian Affairs

2. PURPOSE AND SCOPE OF COMPACT

This Compact and the Tribe's gaming regulations and ordinances shall govern the regulation and operation of Class III gaming on South Dakota portion of the Standing Rock Sioux Reservation. The purpose of this Compact is to provide the Tribe with the 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

The Tribe shall operate blackjack, pari-mutuel wagering and slot machines pursuant to the terms of 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, upon written amendment of this Agreement, or under a separate Agreement.

For the purposes of this Compact; the terms "blackjack," and "slot machines" are defined by South Dakota Codified Laws 42-7B-4(3), (21), respectively, except that the term "slot machines" does not include "video lottery machines" as defined by SDCL 42-7A-1(18).

4. OPERATION OF GAMING

4.1 The Tribe shall operate its gaming activities pursuant to this Compact and the ordinances and regulations enacted by the Tribe's Tribal Council which ordinances and regulations shall be at least as stringent as those adopted by the State of South Dakota in SDCL Chapt. 42-7B and ARSD 20:18, et seq. All such ordinances and regulations shall be made available to the State. The Tribe shall operate pari-mutuel wagering on horses and dogs pursuant to the terms of this Compact and the Tribe's gaming regulations and ordinances, which ordinances and regulations shall be at least as stringent as those adopted by the State of South Dakota in SDCL 42-7-56 and ARSD 20:04:15, *et seq.* and 20:04:15.01, *et seq.* for greyhound racing and in SDCL 42-7-56 and ARSD 20:04:30, *et seq.* for horse racing. The Tribe may operate pari-mutuel wagering on horse and dog racing occurring within or without the United States. All equipment used by the Tribe, including electrical or mechanical tote board devices, in conducting pari-mutuel wagering shall be of the 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 the 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 those 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. Any simulcast signal received at the Tribal gaming establishment shall be provided by a simulcast provider authorized by the South Dakota Commission on Gaming to provide satellite wagering on satellite facilities in South Dakota.

4.2 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 Act and regulations. The Standing Rock Sioux Tribe Gaming Commission shall have primary responsibility for supervision and regulation of gaming on the Standing Rock Sioux 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 Tribal Gaming Commission regulations and rules of this Compact shall be immediately reported to the Tribal Gaming Commission and the South Dakota Gaming Commission for appropriate action by the Tribal Gaming Commission pursuant to the terms of this Compact.

4.3 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 Gaming Commission. 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. If the executive director of the South Dakota Gaming Commission concludes that the disciplinary action undertaken by the Tribal Gaming Commission is

adequate, it shall so inform the Tribal Gaming Commission in writing, providing the factual and legal basis for its position. The Tribal Gaming Commission, or its designee, shall have two (2) days to respond in writing to the South Dakota Gaming Commission, providing the factual and legal basis for its position, provided that the executive director of the South Dakota Gaming Commission may, upon written notice to the Tribal Gaming Commission (a) in an emergency situation, shorten the time for the Tribal Gaming Commission's response or (b) where circumstances warrant, lengthen the time for the Tribal Gaming Commission's response. If, following due consideration of the Tribal Gaming Commission's position or, upon expiration of the time for response, the South Dakota Gaming Commission concludes that the disciplinary action of the Tribal Gaming Commission is inadequate, a more severe penalty shall be imposed by the Tribal Gaming Commission as requested by the executive director of the South Dakota Gaming Commission.

5. LAW ENFORCEMENT

5.1 All criminal matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, the United States, or the State of South Dakota of such criminal jurisdiction as each may enjoy under applicable law.

5.2 The Tribe agrees to adopt Class III gaming ordinances and regulations to regulate gaming on the Standing Rock Sioux Reservation which ordinances and regulations are at least as stringent as those statutes and administrative rules adopted by the State of South Dakota to regulate gambling in Deadwood, South Dakota. 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 State shall furnish the Tribe with any amendment, revision or rescission of its 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.

6. CIVIL JURISDICTION (OTHER THAN APPEALS FROM THE COMMMISSION)

All civil matters arising from or related to Class III gaming shall be dealt with according to applicable Tribal, State, or Federal law. Nothing in this Compact shall deprive the Courts of the Tribe, The United States, or the State of South Dakota of such civil jurisdiction as each may enjoy under applicable law. Nothing in this provision shall be construed to be a waiver of the sovereign immunity of the Standing Rock Sioux Tribe.

7. LICENSING OF GAMING OPERATORS AND EMPLOYEES

All individuals who operate or manage a gaming operation on the Standing Rock Sioux 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.

The Tribal Gaming Commission shall have 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 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 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. The State shall provide the Commission with a written report regarding each applicant within 30 days of the receipt of the request and fee or soon thereafter as practical.

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

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 single arbitrator. The State and the Tribe shall maintain a list of mutually agreed upon arbitrators, and each such arbitrator shall be knowledgeable about the regulation of gaming. The list shall be composed of not less than five (5) arbitrators and shall be reviewed annually to fill any vacancies that may occur. From the list of mutually agreed upon arbitrators, a single arbitrator shall be selected by the parties to resolve any given dispute. Should the parties disagree about which arbitrator to select for a given dispute, the arbitrator shall be selected by lot, from the list. Should the parties fail to maintain the required list of arbitrators, an arbitrator may be appointed, upon written request of either party, by any federal district judge or federal magistrate in South Dakota.

The arbitrator shall determine if the applicant meets the suitability requirements of the Tribe and the State. Arbitration shall be initiated by the filing of a Notice in the offices of the Tribal Gaming Commission and the South Dakota Commission on Gaming. On the filing of Notice, the selection of the arbitrator shall be accomplished within 14 days.

Within 30 days of his selection, the arbitrator shall hold a hearing. Generally the hearing shall not exceed one day. Each party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within two days after the hearing. For good cause shown, the arbitrator may schedule additional hearings within seven days after the initial day of hearings.

Any party desiring a record of the proceeding may arrange for the presence of a court reporter. The arbitration proceeding shall be open to the public, unless the applicant requests that the arbitration proceed as a closed session.

In the alternative to holding a hearing, the parties may stipulate that the arbitrator may determine the matter solely on the basis of documents presented to him.

Upon completion of the arbitration proceeding, the arbitrator shall issue a written decision that includes findings and conclusions. The written decision of the arbitrator shall be made available to the public upon request, unless the arbitrator determines that, in the particular circumstances presented, the personal privacy interests of the applicant outweigh the public interest in disclosure.

The costs of the arbitration shall be shared equally by the Tribe and the State, but each party shall bear its own costs and attorneys' fees. All arbitration proceedings shall be conducted to expedite resolution of the dispute and minimize costs to the participants.

8. REGULATORY STANDARDS FOR GAMING ON THE STANDING ROCK SIOUX RESERVATION

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.

8.1 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 activate play on gaming machines after inserting coins, currency, tickets or tokens 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 within the State.

8.2 MINIMUM AGE REQUIREMENTS

No person under the age of twenty-one (21) shall play or be allowed to play any gaming device authorized by this Compact. Any violation of this provision shall be enforceable pursuant to paragraph 5.1. Violations prosecutable in state court shall proceed under SDCL 42-7B-35. Violations prosecutable in tribal court shall proceed under applicable tribal law.

No person under the age of twenty-one (21) shall be permitted on premises where gaming is conducted pursuant to this Compact, except as authorized by state law and tribal ordinance.

8.3 TECHNICAL STANDARDS FOR GAMING DEVICES

All gaming machines operated and played within the Standing Rock Sioux Reservation pursuant to this Compact shall meet or exceed the hardware and software specifications set forth by the South Dakota Gaming Commission 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 procedures.

8.4 APPROVAL OF GAMING DEVICES

No gaming device shall be operated on the Standing Rock Sioux 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, and

2. The gaming device or a 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 Gaming Commission and the Tribal Gaming Commission.

8.5 NUMBER OF GAMING DEVICES

The Tribe shall be authorized to operate 250 slot machines in a tribal establishment located in the SEl/4 of Section 35, T. 19 N, R. 29 E., Less 10 acres, Taken Area, Tract No. T 5579, of reservation trust land in Corson County, South Dakota.

There shall be no limits placed on the number of blackjack tables that may be operated. It is acknowledged between the parties hereto that the gaming device limit is based upon limits set by state law pursuant to a formula agreed to by the parties. If the gaming device limits set by state law shall increase, the Tribe may request an increase in the numbers allowed to it and the State and the Tribe shall be required to negotiate in good faith with regard to that request. The parties acknowledge that a request to renegotiate the number of devices under this Section will allow the State to raise any matter which it deems appropriate and which could be raised in a negotiating session under the terms of the federal Indian Gaming Regulatory Act.

The Tribe shall be entitled to have up to ten (10) gaming devices in reserve as replacements for devices which are out of service as a result of mechanical problems. These additional devices are only to be used in such an event and shall meet the requirements of 8.3 (Technical Standards) of this Compact.

8.6 INSPECTION PROCEDURE

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

Any periodic inspection of gaming machines shall only occur if the state inspector is accompanied by a member of the Tribal Gaming Commission, the executive secretary 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 Gaming Commission shall be notified of all such testing and the results of such testing.

In addition to the gaming machine inspections authorized above, any inspections of other gaming devices and the tribal gaming establishment by state inspectors shall be limited to a maximum of 100 hours per year plus travel. These inspections are specifically authorized to be unannounced and may be in the nature of an undercover inspection. The Tribal Gaming Commission and the South Dakota Gaming Commission shall be notified of the results of such inspections. Any violations detected pursuant to this paragraph shall be enforced consistent with the procedure contained in the above section entitled Disciplinary Action for Misconduct by Licensees.

8.7 REMEDIES FOR NON-COMPLYING GAMING DEVICES

Upon inspection pursuant to paragraph 8.6, the State may designate gaming devices which it believes do not comply with tribal gaming laws. The machines shall immediately be removed temporarily from play. Gaming devices removed from play pursuant to this section may be returned to play only after such gaming device comes into compliance with the provisions of 8.4 herein.

In the event that the State designates gaming devices as being not in compliance, the Tribe may:

1. accept the finding of non-compliance, remove the gaming devices 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 non-compliance before an Arbitrator. The Arbitrator shall be selected and the proceeding shall be conducted as

set out in paragraph 7 except that (a) the Arbitrator shall determine the issue of whether the gaming device is not in compliance with the terms of this Compact; (b) the arbitration must proceed in an open session; and (c) the written decision shall be made available to the public, without exception.

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.

8.8 LIMIT ON WAGERS

The amount of a bet may not be more than one hundred (100) dollars on the initial bet or subsequent bet subject to rules promulgated by the Tribal Gaming Commission. Class III gaming operations on the South Dakota portion of the Standing Rock Sioux Reservation may offer such higher bet limits as are consistent with the acts of the South Dakota legislature, and regulations of the South Dakota Gaming Commission and authorized by the Tribal Gaming Commission. No runner may place a bet on behalf of any other person.

9. ACCOUNTING AND AUDIT PROCEDURES

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.

The Tribe shall conduct independent audits of the gaming operation and provide copies to the State. If the Tribe so requests, the State may at its discretion audit the tribal operation, at the Tribe's expense.

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, in the presence of authorized tribal representatives, to consult with the auditors before or after any audits or periodic checks on procedures which nay 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. CONTRIBUTION OF GAMING PROCEEDS

The Tribe may, in its discretion, contribute a sum to be used to provide public services for the citizens of Corson County or Sioux County. Such contributions shall be made without consultation with the State and the State shall bear no obligation or liability for such contributions.

11. DURATION

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

The term of this Compact shall be subject to review at ten year intervals dating from the effective date of this Compact. The Compact may be extended by written agreement of the parties for additional periods not to exceed ten years each. At least ninety days prior to the expiration of the ten year period, either party to the Compact may give notice to the other party of provisions they believe require an 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.

Upon receipt of such notice, the parties shall engage in good faith efforts, to resolve the issues identified in the notice. The parties shall have one hundred eighty days to negotiate and all further procedures and remedies available under the Indian Gaming Regulatory Act shall apply. The State and the Tribe may agree to extend the one hundred eighty day period without prejudice to the rights of either party.

In the event the parties are unable to resolve the issues identified in the notice within the 180 day period, upon the expiration of the 180 days unless extended by the partied hereto, this Compact shall terminate and the parties shall be subject to the procedures provided for in the IGRA.

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 party issuing the notice of noncompliance shall refrain from terminating this Compact unless 30 days have elapsed from receipt of notice of noncompliance by the other party.

12. GENERAL PROVISIONS

The following conditions shall be applicable throughout the term of this Agreement:

12.1 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.

12.2 The parties hereto agree that the Tribe will be responsible for the costs incurred by the State associated with the State's performance of its responsibilities as provided for herein. The intent of this Compact is to provide for the reimbursement of the costs and expenses of the State in performing its responsibilities as provided herein with respect to inspections of gaming authorized under this Compact and background checks of potential licensees. The hourly rate to be paid to the State for its services pursuant to section 8.6 is fifty dollars ($50.00) for the state employees' time. If the compact is automatically renewed for an additional ten year period beyond the first ten years, the hourly rate to be paid to the State for its services pursuant to section 8.6 shall increase to sixty dollars ($60.00). 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 time of this Compact, the rates to be paid to the State for such expenses shall likewise be altered.

12.3 Unless otherwise indicated, 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:

Standing Rock Sioux Tribe
PO Box D

Fort Yates, ND 58538

Notice to the State shall be sent to:

Governor's Office
500 East Capitol
Pierre, SD 57501

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.

12.4 This Agreement is the entire Agreement between the parties and supersedes all prior agreement 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.

12.5 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 document.

12.6 The State and/or the Tribe may not assign any of its respective right, title, or interest in this Agreement, nor may the State and/or the 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.

12.7 Nothing in this Compact shall be construed to limit the rights of remedies available to the parties hereto under the Indian Gaming Regulatory Act, provided that the Tribe agrees during the initial term of this Compact, the only games as to which it will seek to enter a compact with the State are blackjack, pari-mutuel wagering, slot machines, and any Class III game, not currently authorized in any form under South Dakota law, which becomes authorized for any purpose by the State during the initial term of this Compact.

12.8 This Compact shall not be construed to waive or diminish the sovereignty of the Standing Rock Sioux Tribe or the State of South Dakota, except as specifically provided by the terms of the Compact.

13. PERSONAL INJURY REMEDY FOR PATRONS

a) During the term of this Compact, the Tribe shall obtain and maintain public liability insurance insuring the Tribe, 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. Such insurance coverage shall provide coverage of no less than $1 million per person and $1 million per occurrence, and shall cover both negligent and intentional torts.

b) The Tribe agrees it will not assert the defense of sovereign immunity for any claim within the scope of the coverage and policy limits of the insurance provided under this section. The Tribe shall assure that any insurance policy it obtains to fulfill the requirements of this section shall include language expressly stating that the insurer agrees not to assert the defense of sovereign immunity within the scope of coverage and the policy amounts of the insurance policy required by this section. Nothing in this Compact shall be construed as a waiver of the Tribe's sovereign immunity with respect to any claim not covered by insurance maintained under this section, and nothing in this Compact shall be construed as agreement by the Tribe to pay punitive damages or attorneys' fees in connection with any claim.

c) Nothing in this section enlarges or diminishes the jurisdiction of any court.

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

Standing Rock Sioux Tribe

6-2-09
Date

By: _____
Chairman

State of South Dakota

6-2-09
Date

By: _____
Governor

BY: _____

George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary – Indian Affairs

7-17-09
Date