## DEPARTMENT OF THE INTERIOR

### Bureau of Indian Affairs

### Indian Gaming

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice of amendments to approved Tribal-State Compact.

**SUMMARY:** Pursuant to Section 11 of the Indian Gaming Regulatory Act of 1988, 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 (casino) gambling on Indian reservations. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Amendments to the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992, which was executed on December 18, 1998.

**DATES:** This action is effective March 26, 1999.

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

Dated: February 11, 1999.

**Kevin Gover,**

*Assistant Secretary—Indian Affairs.*

[FR Doc. 99–7514 Filed 3–25–99; 8:45 am]

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# United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

FEB 1 1 1999

Honorable Thomas Maulson
Tribal President
Lac du Flambeau Band of Lake
Superior Chippewa Indians
P.O. Box 67
Lac du Flambeau, Wisconsin 54538

Dear President Maulson:

On December 29, 1998, we received the Amendments to the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992, dated December 18, 1998. We have completed our review of these Amendments and conclude that they do not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to Section 11(d)(8)(A) of IGRA, 25 U.S.C. § 2710(d)(8)(A) and delegated authority in 209 DM 8.1, we approve the Amendments. The Amendments shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

/s/ Kevin Gover

Assistant Secretary - Indian Affairs

Enclosures

Identical Letter Sent to: Honorable Tommy Thompson
Governor of Wisconsin
Madison, Wisconsin 53707

cc: Minneapolis Area Director w/copy of approved Amendment
Supt., Great Lakes Agency w/copy of approved Amendment
National Indian Gaming Commission w/copy of approved Amendment
Field Solicitor w/copy of approved Amendment
United States Attorney w/copy of approved Amendment

**AMENDMENTS TO THE LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS AND THE STATE OF WISCONSIN GAMING COMPACT OF 1992**

This Agreement is entered into by and between the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe") and the State of Wisconsin ("State").

WHEREAS, Section XXX. of the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992 provides that it may be amended upon the written agreement of both parties; and Whereas both parties wish the Compact to continue and believe the amendments to the Compact contained herein serve the best interest of both the State and the Tribe,

The State and the Tribe do hereby agree to amend the Compact as set forth below:

1. The term of the Compact shall, pursuant to Section XXV.B. be renewed for a term of five (5) years, from July 1, 1999 to July 1, 2004, subject to further extensions as provided therein, and subject to the provisions of Section XXXV. as created in this amended Compact.

2. Section V.A. of the Compact is amended by deleting the number "18" wherever it appears in this section and replacing it with the number "21." Section V.A. is further amended by adding the following sentence:

   No person under the age of 21 shall be permitted access to any portion of any facility in which any Class III game is conducted, except for purposes of employment pursuant to Section V.B., or to gain access to the Tribe's non-Class III gaming facilities.

   The amendments to Section V.A. shall take effect on July 1, 1999.

3. Section XV.I. of the Compact is created to read:

   The Tribe shall limit use of electronic games of chance at locations on the reservation other than its current facility in Lac du Flambeau to no more than one location.

4. Section XXXI. of the Compact entitled "PAYMENT TO THE STATE" is created as follows:

   A. The Tribe shall make a payment to the State for each one year period July 1, 1999 through July 1, 2004, in the amount of $738,900.

B. In the event a change in State law is enacted to permit the operation of electronic games of chance, or other Class III games, as defined in and authorized by this Compact, by any person other than a federally recognized Tribe under the provisions of the Indian Gaming Regulatory Act, 25 U.S.C. 2701 et. seq., or the State Lottery as authorized by Ch. 565 Wis. Stats., the Tribe shall be relieved of its obligations to pay these amounts.

C. Method of Payment. The Tribe shall make the first payment required by Subsection A. on or before July 1, 2000, and each subsequent annual payment on July 1 thereafter.

D. The parties may modify this obligation to pay pursuant to a subsequent agreement.

E. In the event that a natural or man-made disaster renders impossible the operation of fifty (50) percent or more of the electronic games of chance operated by the Tribe under this Compact for a period of fourteen (14) consecutive days or more, the payment required under this section for the year in which the disaster occurs shall be reduced by a percentage equal to the percentage decrease in the net win (total amount wagered less winnings paid) for the calendar year in which the natural disaster occurred compared with the net win for the previous calendar year, and the State and Tribe shall meet to discuss additional assistance.

5. Section XXXII. of the Compact entitled "ADDITIONAL BENEFITS TO TRIBE" is created as follows:

Should the State and any other compacting Tribe within Wisconsin amend a current gaming compact or adopt a new gaming compact with terms that are more favorable to the compacting Tribe or to the State than are the terms of this Compact, upon request by Tribe, the parties shall meet to negotiate the incorporation of substantially similar provisions into the Compact and, if applicable and agreeable to the parties, substantially similar provisions shall be incorporated into the Compact.

6. Section XXXIII. of the Compact is created as follows:

A. In the event that the amendments contained herein are disapproved, in whole or in part, by the Secretary of the Interior, either party may serve on the other a demand for renegotiation of such portion of the Compact amendments of December 1998 as are impacted. The parties shall meet to negotiate revisions to address such objection as may be raised. If a mutually satisfactory solution is not achieved within thirty (30) days of the Secretary's action, either party may during the sixty (60) day period thereafter serve upon the other a notice of nonrenewal of Compact. The Compact shall then expire 180 days after service of a notice of nonrenewal of Compact pursuant to this section.

B. In the event that a court of competent jurisdiction holds any or all of the amendments to the Compact contained herein to be unenforceable or invalid within six (6) months of the execution of said amendments, either party may serve on the other a demand for renegotiation of such portion of the Compact amendments of December 1998 as are impacted. The parties shall meet to negotiate revisions to address such objection as may be raised. If a mutually satisfactory solution is not achieved within thirty (30) days of the Secretary's action, either party may during the sixty (60) day period thereafter serve upon the other a notice of nonrenewal of Compact. The Compact shall then expire 180 days after service of a notice of nonrenewal of Compact pursuant to this section.

C. In the event that a court of competent jurisdiction holds any or all of the amendments to the Compact contained herein to be unenforceable or invalid later than six (6) months after the execution of these Compact amendments, the parties shall meet to negotiate terms to replace those affected by the decision of the court.

7. The Tribe, along with other Wisconsin Indian Tribes, agrees to propose the development of a plan by February 1999 for the creation of a revenue sharing system among the Tribes so that monies would be directed by the Tribes within Wisconsin having the greatest gaming revenues to the Tribes having the least gaming revenues. The Tribe agrees to make its best efforts to develop such a plan, which is subject to approval by the Tribe, by February 1999.

8. Section XXXIV. of the Compact is created as follows:

By July 1, 1999 the Tribe shall have entered into written agreements with all units of local governments providing services to a Class III gaming facility of the Tribe, to reimburse those units of local governments for such services.

9. Section XXXV. of the Compact is created to read:

Upon delivery to the Governor of a resolution(s) of support approved by a county, or if the site(s) are located in a city, the city and the county, authorizing Class III gaming, and, upon delivery to the Governor of a certified copy of the document evidencing the approval, pursuant to 25 U.S.C. 2719, of the Secretary of the Department of the Interior to conduct Class III gaming on said site(s), the State shall negotiate in good faith with the Tribe regarding: whether to approve Class III gaming at said site(s), and if so approved, amendments to the Compact to set out the terms and conditions under which Class III gaming may be conducted at said site(s), including the fee to be paid to the State; and whether to grant an additional extension of the Compact, or otherwise extend the duration of the Compact.

10. The State and Tribe agree to execute contemporaneous with the execution of these Compact Amendments a document entitled Memorandum of Understanding Regarding Technical Matters, which document is incorporated herein by reference.

LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Thomas Maulson,
Tribal President

Date Signed: Dec - 18 - 98

STATE OF WISCONSIN

By: _____
Tommy G. Thompson,
Governor

Date Signed: December 18, 1998

**DEPARTMENT OF THE INTERIOR**

**By:** _____
**Kevin Gover**
**Assistant Secretary - Indian Affairs**

**Date:** 2/11/99

# MEMORANDUM OF UNDERSTANDING
# REGARDING TECHNICAL MATTERS

Whereas, the State of Wisconsin ("State") and the Lac du Flambeau Band of Lake Superior Chippewa Indians ("Tribe") have executed amendments to the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992, and

Whereas, the State and the Tribe desire to execute this Memorandum contemporaneous with the Compact Amendments and incorporate this Memorandum into the Compact Amendments, and

Whereas, the State and the Tribe agree that the revisions contained herein will enable both parties to more effectively and efficiently perform the respective responsibilities regarding the Tribe's Class III gaming operation, to the benefit of both parties,

The parties hereby agree that the following terms and provisions are incorporated by reference into the Amendments to the Lac du Flambeau Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1992.

1. The Tribe shall utilize in its Class III gaming operations minimum internal control standards at least as restrictive as those adopted by National Indian Gaming Commission as set out in 25 C.F.R. Part 542. For any period of time during which this Memorandum is effective and these minimum internal control standards are not finally and effectively promulgated as federal regulations, the Tribe shall use minimum internal control standards at least as restrictive as those adopted by the National Indian Gaming Association. In the event any provision of the minimum internal control standards conflicts with the provisions of this Compact, the terms of the Compact shall control. The Department of Administration, Division of Gaming ("Department") and the Tribe may designate, in writing, minimum internal control standards which conflict with the Compact as acceptable for use in the Tribe Class III gaming facilities. In the event the Department enters into such written designation the written designation shall constitute a waiver, for a duration specified in the written designation, of the State's ability to allege compliance with the designated minimum internal control standard as a violation of the Compact.

2. In order to more efficiently provide the Department with access to the Tribe's slot accounting data generated by the slot accounting system described at Section XV.D.7. of the Compact, the Tribe agrees to provide weekly, in electronic format, daily metered activity and records generated by the on-line-slot accounting system. The Tribe shall provide the Department with dial-in access to computer files, which shall allow the Department read-only access to all daily metered activity generated or monitored by the slot accounting system. This information shall be provided in batch format. All of the initial electronic set-up costs and on-going communication costs to transmit the data outside the Class III gaming facilities are to be paid for by the State as its sole expense. The Tribe shall submit, on a weekly basis, all exception and reconciliation reports regarding the data provided. In the event additional data is requested by the Department, said request shall be in writing and submitted to the Tribal Chairman. The Tribe shall

submit the data to the Department within 48 hours of the request or provide an explanation as to why the data can not be submitted within the established timeframe. The Tribe's daily metered activity shall contain at a minimum the following records, the machines listed by Tribal ID, coin in/coin out totals, hard/soft drop totals, electronic hard/soft totals, drop variance, jackpots, fills, net win par percentage and variance percentage. Once per month this report shall contain year to date and life to date information.

In the event that an upgrade or maintenance involves a function affecting the information reported to the Department pursuant to this section, the Tribe shall notify the Department at least 24 hours prior to performing the upgrade or maintenance. The Tribe and Department may agree to implement alternative electronic mechanisms for the submission of the slot accounting data or reports.

Electronic game of chance notifications shall be submitted electronically. The serial number required by Section XV.C. of the Compact may be provided to the Department at any time prior to installation.

All data provided pursuant to this section shall be treated as confidential pursuant to Section X.B. of the Compact and such data shall not be disclosed in any form including statewide aggregate totals without permission of the Tribe.

3. The Tribe shall provide any necessary authorization for either the Department or the State Treasurer to initiate ACH (Automated Clearinghouse) debit entries from an account(s) and financial institution(s) specified by the Tribe. The electronic transfer of funds shall be solely for the purpose of collecting monies due to the State of Wisconsin pursuant to Section XXIV. and Section XXXI. of the Lac du Flambeau Band of Lake Superior Chippewa Indians and State of Wisconsin Gaming Compact, as amended. Representatives from the Tribe and the Department shall by February 1, 1999 cooperatively develop written procedures to be followed by the Department and the Tribe in implementing the automated funds transfer specified herein.

LAC DU FLAMBEAU BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

By: _____
Thomas Maulson,
Tribal President

Date Signed: Dec 18-98

STATE OF WISCONSIN

By: _____
Tommy G. Thompson,
Governor

Date Signed: December 18 1998

## MEMORANDUM OF UNDERSTANDING REGARDING COMPACT DURATION

The State of Wisconsin (State) and the Lac du Flambeau Band of Lake Superior Chippewa Indians (Tribe) acknowledge that an ambiguity exists in the current language of the Tribal State Gaming Compact of 1992 (Compact) regarding the duration of the Compact, and it is in the best interests of both the State and the Tribe to clarify this ambiguity.

Section XXV.A. of the Compact provides that "[t]his Compact shall be in effect for a term of seven years after it becomes binding on the parties." Section XXIX. of the Compact provides in pertinent part "[t]his Compact shall become binding on the Tribe and the State upon signature by the President of the Lac du Flambeau Band of Lake Superior Chippewa Indians and by the Governor of the State of Wisconsin." However, because the Compact was selected by a court appointed mediator from the last best offers submitted by the State and the Tribe, it was not signed by either the President or the Governor, as contemplated by the provisions quoted previously.

The Indian Gaming Regulatory Act, at 25 U.S.C. 2710(d)(3)(B), requires that Notice of Approval of the Compact be published in the Federal Register. In order to remedy the ambiguity regarding measurement of the compact duration, the State and the Tribe hereby agree that the duration of the Compact shall be seven years from the publication in the Federal Register of the Notice of Approval of the Tribal-State Compact by the Department of the Interior, which date is July 1, 1992. Consequently, the Compact expires on July 1, 1999. The State shall be deemed to have met the requirements for service of the notice of nonrenewal provided in Section XXV.B. if the State has placed the notice, postage fully pre-paid, in the first class mail to the address set forth in Section XXVIII. of the Compact at any time prior to January 3, 1999. This memorandum is hereby incorporated by reference into the Compact, and shall take precedence over any provisions of the Compact inconsistent with the terms contained herein. Each signatory represents and warrants that he has the authority to execute this agreement and thereby bind the respective parties. This memorandum shall become effective upon execution by the parties.

STATE OF WISCONSIN

By: Tommy G. Thompson
TOMMY G. THOMPSON
Governor

Date Signed: 9-11-98

LAC DU FLAMBEAU BAND
OF LAKE SUPERIOR CHIPPEWA
INDIANS

By: Tom Maulson
TOM MAULSON
President

Date Signed: 9-11-98