United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

TAKE PRIDE IN AMERICA

OCT 1992

Honorable John A. Barrett, Jr.
Chairman, Citizen Band Potawatomi
Indian Tribe of Oklahoma
1901 S. Gordon Cooper Drive
Shawnee, Oklahoma 74801

Dear Chairman Barrett:

On September 4, 1992, we received the Tribal-State Class III Gaming Compact between the Citizen Band Potawatomi Indian Tribe (Tribe) of Oklahoma and the State of Oklahoma (State) enacted on July 6, 1992.

We have undertaken a substantive review of the compact to insure compliance with the Indian Gaming Regulatory Act (IGRA) and conclude that it is in conformance with the IGRA. Therefore, pursuant to my delegated authority and Section 11 of the IGRA, we approve the compact. The compact shall take effect when notice of our approval, pursuant to Section 11(d)(3)(B) of the IGRA, is published in the FEDERAL REGISTER.

We note that the United States Attorney for the Western District of Oklahoma, Joe Heaton, has a concern about the applicability of the Johnson Act to this compact based on his interpretation of State law. The Johnson Act prohibits transportation or possession of gambling devices in Indian Country (15 U.S.C. §1175 (1988)). The IGRA recognizes continued application of the Johnson Act but exempts gaming conducted under a tribal-state compact. Section 2710(d)(6) of IGRA states:

> (6) The provision of section 1175 of Title 15 shall not apply to any gaming conducted under a Tribal-State compact that --
>
> > (A) is entered into under paragraph (3) by a State in which gambling devices are legal, and
> >
> > (B) is in effect.

The U.S. Attorney points to the phrase "in which gambling devices are legal" and interprets Oklahoma State law to prohibit devices such as the video lottery terminals (VLTs) authorized by the compact. However, it is not necessary for us to resolve finally the issue raised by the U.S. Attorney.

TRIBAL-STATE

CLASS III GAMING COMPACT

BETWEEN THE

CITIZEN BAND POTAWATOMI INDIAN TRIBE OF OKLAHOMA

AND THE

STATE OF OKLAHOMA

JULY 6, 1992

1. **Title** 1

2. **Definitions** 1

a. *"Act"* 1
b. *"Authorized Class III Gaming"* 1
c. *"Gaming Employee"* 1
d. *"Indian country"* 1
e. *"Potawatomi"* 1
f. *"Tribe"* 1

3. **Findings** 1

4. **Declaration of Policy** 2

5. **Duration, Renegotiation and Effect on Right to Request Compacts under the Act for Class III Gaming.** 2

a. *Effective Date* 2
b. *Term* 2
c. *Duration* 3
d. *Renegotiation* 3

(1) *Effect* 3
(2) *Notice* 3
(3) *By Tribe* 3

e. *Effect on Right to Request Compacts* 3
f. *Negotiations Ended* 3

6. **Jurisdiction** 4

7. **Regulatory Standards** 4

a. *No Credit* 4
b. *Minimum Age* 4
c. *Employees Barred* 4
d. *Game Rules* 4
e. *Specific Regulations* 4

8. **Monitor Compliance** 4

a. *Inspection* 4
b. *No Disruption* 4
c. *Remote monitoring* 5
d. *Prosecution* 5
e. *Tribe* 5
f. *Non-Complying Video Lottery Terminals* 5
g. *Demand for Remedies for Non-Complying Video Lottery Terminals* 5
h. *Tracking Video Lottery Terminals* 6

9. **Resolving Disputes --** 6

a. *Non-Binding Arbitration* 6
b. *Declaratory Judgment* 6

10. **Employment Security** 6

a. *Hiring Disqualifications* 6
b. *Prior Background Investigations* 6

(1) *Application* 7
(2) *Report* 7
(3) *Temporary Hiring* 7

c. *Later Background Investigation* 7
d. *Criminal History Data* 7
e. *Licensing and Discipline* 7

11. **Accounting and Audit Procedures** 7

a. *Independent Audit* 7
b. *Work Papers* 8
c. *Revenue Report* 8
d. *Confidentiality* 8

12. **Compensation** 8

13. **Amendments** 8

14. **Building Codes** 8

15. **Liability Insurance** 8

16. **Johnson Act** 8

a. *Indemnification* 9
b. *Verification* 9
c. *Declaratory Judgment* 9
d. *Objection* 9

17. **Retention of Legal Arguments** 10

18. **Notices** 10

a. *Oklahoma* 10
b. *Potawatomi:* 10

19. **Entire Agreement** 10

TRIBAL-STATE CLASS III GAMING COMPACT
BETWEEN THE
CITIZEN BAND POTAWATOMI INDIAN TRIBE OF OKLAHOMA
AND THE
STATE OF OKLAHOMA

This Tribal/State Compact is made and entered into by and between the Citizen Band Potawatomi Indian Tribe of Oklahoma and the State of Oklahoma

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act, Public Law 100-497, 102 Stat. 2467, 25 U.S.C.A. §§ 2701-2721 (1988) authorizing states and Indian Tribes to enter into a Tribal-State compact governing Class III gaming activities on the Indian lands of the Indian Tribe; and

WHEREAS, the Citizen Band Potawatomi is a sovereign government possessed of all sovereign powers and rights thereto pertaining; and

WHEREAS, the Citizen Band Potawatomi is a federally-recognized Indian tribal government duly qualified to conduct certain types of Class III gaming on its lands; and

WHEREAS, the Constitution of the Citizen Band Potawatomi authorizes the Business Committee to speak and act on behalf of the Tribe; and

WHEREAS, the Chairman of the Business Committee for the Citizen Band Potawatomi is authorized, pursuant to the Business Committee Resolution attached hereto as Exhibit "A," to enter into this compact on behalf of the Citizen Band Potawatomi; and

WHEREAS, the State of Oklahoma is a sovereign state of the United States with all the rights and powers thereto pertaining; and

WHEREAS, the State of Oklahoma does not prohibit, as a matter of criminal law and public policy, certain Class III gaming activities; and

WHEREAS, Oklahoma, pursuant to OKLA. STAT. tit. 74, § 1221 *et seq.* (1991) authorizes the Governor or his designee to negotiate compacts with federally-recognized Indian Tribes; and

WHEREAS, Oklahoma and the Citizen Band Potawatomi each respects the sovereignty and laws of the other; and

WHEREAS, the Citizen Band Potawatomi and Oklahoma have mutually agreed to the terms and conditions for the operation of certain Class III gaming to be conducted on Tribal lands; and

WHEREAS, the Citizen Band Potawatomi and Oklahoma have mutually agreed that Class III gaming, under the terms and conditions set forth herein, will benefit Oklahoma and the Tribe, protect Tribal members and citizens of the State of Oklahoma, and is consistent with the objectives of the Indian Gaming Regulatory Act;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties enter into the following compact.

1. **Title** -- This document shall be cited as "Potawatomi/Oklahoma Gaming Compact of 1992" (hereinafter "compact").

2. **Definitions** -- For the purposes of this compact:

   a. "*Act*" -- "Act" means the Indian Gaming Regulatory Act codified at 25 U.S.C.A. §§ 2701-2721.

   b. "*Authorized Class III Gaming*" -- "Authorized Class III Gaming" means a lottery conducted by the video lottery terminals (VLTs) described on Exhibit "B" hereto and conducted according to the terms and regulations set out in Exhibit "C" hereto. Should some forms of gaming herein described be hereafter determined to be Class II or I, then such forms would not be governed by this compact.

   c. "*Gaming Employee*" -- "Gaming Employee" means a person employed to operate games, to serve as cashier in connection with gaming activity or charged with supervising dealers or cashiers.

   d. "*Indian country*" -- "Indian country" means "Indian country," as defined by 18 U.S.C.A.§ 1151 and by § 2703(4) and § 2719 of the Act, over which the Potawatomi exercise governmental authority;

   e. "*Potawatomi*" -- "Potawatomi" means the Citizen Band Potawatomi Indian Tribe of Oklahoma.

   f. "*Tribe*" -- "Tribe" means the Citizen Band Potawatomi Indian Tribe of Oklahoma.

3. **Findings** -- As the basis for this compact, the parties find that:

   a. A principal goal of Federal Indian policy is to promote Tribal economic development, Tribal self-sufficiency, and a strong Tribal government;

   b. Oklahoma regulates but does not, as a matter of explicit criminal law and public policy, prohibit the gaming activities described in Section 2.b.

   c. In accordance with the Act and this compact, the Potawatomi have the exclusive right to regulate gaming activities in Indian country if the gaming activity is not specifically prohibited by federal law and is not, as a matter of Oklahoma criminal law and public policy, prohibited;

   d. The regulation of Class III gaming pursuant to this compact is consistent with the Act, and the public health, safety and welfare;

e. The Potawatomi have operated various forms of Class II gaming continuously since 1983, and have implemented controls satisfactory for the responsible operation and regulation of the gaming;

f. The Potawatomi will operate gaming pursuant to this compact and contemporaneously with its Class II gaming operations; and

g. The Potawatomi will operate all gaming activity themselves and will not enter into any management agreements for this purpose.

4. **Declaration of Policy** -- The parties agree that this compact is entered for the following purposes and is to be construed and implemented to give effect to these policies:

a. To authorize the operation of certain Class III gaming by the Tribe in Indian country as a means of promoting Tribal economic development, self-sufficiency, and strong Tribal government;

b. To ensure that the Tribe's Class III games under this compact are operated to maximize the protection against organized crime and other corrupt influences;

c. To ensure that any Class III gaming is operated fairly and honestly by both the Tribe and by those who play the games;

d. To assure effective Tribal regulation and oversight by Oklahoma of gaming operated under this compact as provided herein; and

e. To fulfill the purpose and intent of the Indian Gaming Regulatory Act by providing for certain Class III gaming operated by the Tribe as a means of generating Tribal revenues to fund programs that provide vital services to members of the Tribe, including education, health and human resources and economic development.

5. **Duration, Renegotiation and Effect on Right to Request Compacts under the Act for Class III Gaming.**

a. *Effective Date* -- After this compact is signed by the Governor of Oklahoma, or his named designee, approved by Oklahoma's Joint Committee on State-Tribal Relations, and adopted by the Potawatomi, it shall become effective when notice of approval by the Secretary of the Interior has been published in the Federal Register.

b. *Term* -- This compact shall have a three-year automatically renewable term from the effective date. At the end of each term, the three-year term will automatically renew except that either party will have thirty (30) days from the end of the term to give a notice to terminate. Not less than thirty (30) days prior to the beginning of the 30-day period, the Potawatomi shall give Oklahoma written notice that this period is approaching. This compact will continue in force and effect until and unless a party

gives notice to terminate within the 30-day period. Unless sooner withdrawn, said notice within the 30-day period will effect termination of this compact on and after the 180th day of receipt by the party noticed. The giving of such notice shall simultaneously be regarded as the beginning of the tribal/state compact negotiation period referenced in § 2710(d)(3) of the Act.

c. *Duration* -- This compact shall remain in full force and effect until one of the following shall occur:

(1) Expiration of the term and notice to terminate as set forth in paragraph 5.b.; or

(2) This compact is terminated by mutual consent of the parties; or

(3) The Potawatomi duly adopt an ordinance or resolution revoking Tribal authority to conduct Class III gaming in Indian country as provided for under § 2710(d)(2)(D) of the Act; or

(4) Pursuant to a final, non-appealable judgment by a court of competent jurisdiction determines that:

(a) This compact is invalid, or

(b) A party has committed a material breach of this compact and the breach has not been cured.

d. *Renegotiation* -- Except as otherwise provided below, either party may request negotiations to amend, replace or repeal this compact.

(1) *Effect* -- In the event of a request for renegotiation, this compact shall remain in effect until renegotiated or replaced;

(2) *Notice* -- Such request shall be in writing and shall be sent by certified mail as hereinafter provided;

(3) *By Tribe* -- If such a request is made by the tribe, it shall be treated as a request to negotiate pursuant to the Act. The parties shall have 180 days to negotiate and all further procedures and remedies available under the Act shall thereafter apply.

e. *Effect on Right to Request Compacts* -- Nothing in this section shall affect the right of the Potawatomi to request Oklahoma to negotiate a compact governing any other form of Class III gaming that Oklahoma permits for charitable, commercial or governmental purposes or that is not otherwise prohibited under state law. In the event

such negotiations are requested, all provisions of the Act shall apply.

f. *Negotiations Ended* -- Although the Potawatomi do not give up or cede any right to negotiate tribal-state gaming compacts involving other gaming activity, the Potawatomi do hereby acknowledge that this compact terminates the negotiation period for the purpose of § 2710 (d)(3) of the Act as to all Potawatomi requests that Oklahoma negotiate a Class III Tribal/State compact made prior to the date of this compact.

6. **Jurisdiction** -- This compact shall not be construed to be a waiver or grant of jurisdiction by either party.

7. **Regulatory Standards**

a. *No Credit* -- All gaming shall be conducted on a cash basis. Except as herein provided, no person shall be extended credit for gaming by any gaming facility operated within Indian country and no operator shall permit any person or organization to offer such credit for a fee. This section shall not restrict the right of the Potawatomi 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 Oklahoma.

b. *Minimum Age* -- The Potawatomi will use its best efforts to exclude from Class III gaming anyone below the age of 18. No person below the age of 18 on the date of gaming shall be permitted to participate in the gaming activities. If any person below the age of 18 plays and otherwise qualifies to win, the prize shall not be paid, and the estimated amount wagered during the course of the game shall be returned to the minor. These age rules will be posted throughout the gaming area in prominent locations.

c. *Employees Barred* -- No person who is employed by either party in connection with Class III gaming shall be permitted to participate in any gaming operated by the Tribe.

d. *Game Rules* -- Summaries of the rules of each game relevant to the method of play, betting limits, end odds paid to winning bets shall be visibly displayed or available in pamphlet form.

e. *IRS Forms* -- Whenever required by federal law to issue Internal Revenue Service Form W2G, the Potawatomi will provide a copy of same to Oklahoma.

f. *Specific Regulations* -- Attached hereto as Exhibit "C" are regulations for authorized Class III gaming.

8. **Monitor Compliance**-- To monitor compliance with this compact:

a. *Inspection* -- Oklahoma's designated representatives shall, upon the presentation of appropriate identification, be permitted reasonable access, without notice, during normal business hours, to all premises used for the authorized Class III gaming activities or the storage of equipment related thereto, for the purpose of inspecting all premises, equipment, records, documents or items related to the authorized Class III gaming activities in order to verify compliance with the provisions of this compact.

b. *No Disruption* -- Inspections made pursuant to this section shall not be conducted in a manner that disrupts normal business operations and shall be conducted by agents who maintain the highest security clearance available within the Oklahoma State Bureau of Investigation (OSBI).

c. *Remote monitoring*

Both master and slave units must be capable of remote on-line monitoring by Oklahoma using computer consoles communicating with all VLTs over telephone lines. At a minimum, Oklahoma must be able to remotely monitor those items set out in Software Requirements for Play Transaction Records Exhibit "C," Section 10(e) appended to this compact. The Potawatomi shall provide Oklahoma with specialized equipment, software or computer codes necessary to monitor all VLTs. This requirement shall not be construed to impose upon the Potawatomi the duty of providing Oklahoma with equipment or software already in its possession and available to devote to this purpose.

d. *Prosecution* -- If any violations of Tribal law or this compact are observed, these shall be reported to the Tribal Gaming Commissioner, who will promptly refer these alleged violations to the Tribal District Attorney for appropriate action. Although the Potawatomi do not recognize any Oklahoma jurisdiction in Indian country, nothing in this compact shall be construed to preclude Oklahoma from bringing any criminal prosecution that Oklahoma deems justified in bringing against any individual who is not an enrolled Potawatomi.

e. *Tribe* -- The Potawatomi regulate compliance with their laws and their compact through a gaming ordinance monitored by the Tribal Gaming Commission.

f. *Non-Complying Video Lottery Terminals* -- The following are non-complying video lottery terminals:

(1) Those to which Oklahoma or its designated representatives have been denied access for inspection purposes; and

(2) Those operated in violation of this compact.

g. *Demand for Remedies for Non-Complying Video Lottery Terminals* -- Video lottery terminals believed to be non-complying shall be so designated, in writing, by Oklahoma. Oklahoma may immediately seal the non-complying machines which shall be taken out of service pending completion of procedures set out herein. Within five (5) days of receipt of such written designation, the Tribe shall either:

(1) Accept the finding of non-compliance, remove the designated video lottery terminals 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 by so notifying Oklahoma in writing, and arrange for the inspection of the contested equipment, or single example thereof, by an independent gaming test laboratory within three (3) days of the receipt of the finding.

h. *Tracking Video Lottery Terminals* -- The Potawatomi agree to provide written notice to Oklahoma whenever video lottery terminals ("VLTs") are transported to Potawatomi Indian country, or whenever any VLTs located in Potawatomi Indian country are shipped from Potawatomi Indian country. The notice shall be given to Oklahoma contemporaneous with the receipt or shipment and will identify all machines being received or shipped by the identification plates required under this compact in Exhibit "C." hereto. The Potawatomi shall provide Oklahoma with a current inventory of VLTs at all times, listing machines by the identification plates required under this compact in Exhibit "C". The Potawatomi shall not transport or permit the transportation of VLTs to any location in Oklahoma that is not Indian country where a tribal-state compact authorizes same.

9. **Resolving Disputes**

a. *Non-Binding Arbitration* -- If a dispute arises among the parties that is not resolved within thirty (30) days, either party may refer it to non-binding arbitration. If referred to arbitration, each party shall name an arbitrator. The two named arbitrators will name a third arbitrator. If the two named arbitrators cannot agree on a third arbitrator, then the third arbitrator will be named by the American Arbitration Association. The expenses of arbitration shall be borne equally by the parties.

b. *Declaratory Judgment* -- If the decision of the arbitration panel does not resolve the dispute, a party may bring a declaratory judgment action in the United States District Court for the Western District of Oklahoma. If the dispute involves a material breach of this compact and is not cured, the court could declare that the compact is terminated. Although this remedy is consistent with §2710(d)(3)(C)(v) and § 2710(d)(7)(A) of the Act, nothing herein shall be construed to

authorize any other equitable remedy nor to authorize a money judgment except to recover the payments to or from the escrow account established by paragraph 12.

10. **Employment Security**

a. *Hiring Disqualifications* -- The Potawatomi agree not to employ as a gaming employee any person who has:

(1) Prior activities, criminal record, if any, reputation, habits and associations that pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the danger of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming; or

(2) Been convicted of a felony.

b. *Prior Background Investigations* -- Prior to hiring a prospective gaming employee, the Potawatomi shall:

(1) *Application* -- Obtain sufficient information and identification from an applicant to conduct a background investigation to ensure that the prospective employee is not disqualified.

(2) *Report* -- Provide this information to Oklahoma, which will have thirty (30) days from receipt of the background investigation report to object that the prospective employee is disqualified. If Oklahoma objects to the hiring of a particular employee, the Potawatomi will either terminate the temporary employee or suspend the employee pending resolution of the dispute as set forth in paragraph 9.

(3) *Temporary Hiring* -- Oklahoma agrees that the Potawatomi may temporarily hire a gaming employee pending receipt of any objection by Oklahoma. If no objection is made within 30 days, Oklahoma is deemed to have approved the application.

c. *Later Background Investigation* -- Each gaming employee shall be subject to periodic review comparable to that required for initial employment. A review may take place at least annually, commencing with the date of employment.

d. *Criminal History Data* -- Any additional background check done by Oklahoma, including the criminal history data on management officials, prospective employees, and employees, shall, subject to applicable state or federal law, be released to the Potawatomi Tribal Police as a part of the report regarding each prospective or current employee.

e. *Licensing and Discipline* -- All gaming employees shall be licensed by the Potawatomi. The Potawatomi shall publish and maintain a procedural manual for such personnel that includes disciplinary standards for breach of the procedures.

11. **Accounting and Audit Procedures**

a. *Independent Audit* -- The Potawatomi shall engage an independent certified public accountant to conduct an annual audit, consistent with generally-accepted accounting procedures, of the books and records of all gaming conducted pursuant to this compact and shall make copies of the audit and all current internal accounting and audit procedures available to Oklahoma.

b. *Work Papers* -- Also upon written request, the Potawatomi shall make the accountant's work papers related to such records available for review at the office of the accountant or the Potawatomi.

c. *Revenue Report* -- Each June the Potawatomi prepare and distribute to tribal members and publish in the How-Ni-Kan an Annual Report that discloses in summary paragraphs how the Potawatomi general revenues are spent. Upon request, the Potawatomi will provide Oklahoma with a copy of these reports of general revenue expenditures.

d. *Confidentiality* -- To the extent possible under federal and state law, Oklahoma shall not disclose any information contained in the independent audit and work papers obtained pursuant to this compact.

12. **Compensation** -- The Potawatomi realize that Oklahoma has incurred expenses in negotiating this compact and will incur expenses related to the obligations undertaken under this compact. Accordingly, the parties agree as follows:

a. *Payments* -- The Potawatomi agree to make a one-time payment of five-thousand ($5,000) to reimburse Oklahoma for the expense to negotiate this compact. The Potawatomi further agree to establish an escrow fund at a bank of their choosing with an initial contribution of twenty-five hundred dollars ($2,500) and to replenish said account as necessary to make the payments called for herein. The Potawatomi agree that the balance in the escrow account shall never drop below one thousand dollars ($1,000).

b. *Procedure* -- The Potawatomi payments referenced above shall be made to an escrow account from which Oklahoma may draw as hereinafter provided. Oklahoma shall bill the Potawatomi the reasonable and necessary costs related to obligations undertaken under this compact. Unless unreasonable or unnecessary, the costs for such services shall be that established by Oklahoma

either by agency rule or by statute or, where the cost of services (including more extensive background checks, other investigations, monitoring or similar matters) is not established by rule or by statute, the costs shall include agents' time, including benefits and travel expenses at the statutory rate. Oklahoma shall send invoices to the Potawatomi for these services and shall thereafter be permitted to withdraw the billed amounts from the escrow account under the circumstances hereinafter provided.

c. *Escrow Draws* -- No draws shall be made from the escrow account until the Johnson Act has been removed as an impediment to the Potawatomi engaging in the gaming authorized by this compact. Should the Johnson Act be determined as an impediment to the ability of the Potawatomi to engage in the gaming authorized by this compact, all monies in the escrow account, including any interest, shall be refunded to the Potawatomi. If the Johnson Act is removed as an impediment to the ability of the Potawatomi to engage in the gambling authorized by this compact, Oklahoma shall immediately be entitled to withdraw from the escrow account the $5,000 negotiation fee and amounts billed.

13. **Amendments** -- Except for "Notices," any party wishing to amend this compact must prepare a written recommendation for same including the detailed reasons for the proposed change. Thereafter, the compact may be amended by written mutual consent endorsed by Oklahoma's governor, by the chairman of Potawatomi Business Committee, and by the Joint Committee on State-Tribal Relations. The amendment will be effective when notice of approval by the Secretary of the Interior has been published in the Federal Register. The address and addressee for "Notices" can be changed unilaterally by either party sending by certified mail, return receipt requested, a written change of address signed by the same party's representative that signs this compact.

14. **Building Codes** -- The Potawatomi agree that all gaming conducted pursuant to this compact will be in buildings that meet or exceed the building codes of the City of Tecumseh and agree to annually furnish Oklahoma with a certification that said buildings meet said codes.

15. **Liability Insurance** -- The Potawatomi annually purchase liability insurance for the area where authorized Class III gaming will be played. The Potawatomi agree to provide Oklahoma with a copy of the annual insurance certificate reflecting that the Potawatomi liability insurer is providing said liability insurance coverage. The Potawatomi agree not to assert sovereign immunity as a defense to a claim under the policy to the extent of the policy coverage. Nothing in this paragraph or this compact shall be construed to be a waiver by the Potawatomi of tribal sovereign immunity.

16. **Johnson Act** -- Both the Potawatomi and Oklahoma recognize that the video lottery terminals ("VLTs") proposed to be used herein are "gambling devices" within the meaning of the Johnson Act, 15 U.S.C.A.

§§ 1171 *et seq.* Oklahoma has informed the Potawatomi that all three United States Attorneys serving in Oklahoma have informally notified Oklahoma that importation of the "gambling devices," such as the VLTs proposed to be used herein, violate the Johnson Act, even if the importation were pursuant to this Tribal-State Compact.

a. *Indemnification* -- Although Oklahoma does not guarantee that importation of VLTs to conduct a lottery as set forth in this compact is consistent with the Johnson Act, Oklahoma does believe use of VLTs as proposed herein is a proper subject for Class III negotiations under the Indian Gaming Regulatory Act. The Potawatomi agree to defend, indemnify and hold harmless Oklahoma from any liability arising to Oklahoma from the importation of the VLTs under this compact.

b. *Verification* -- Because of Oklahoma's representations concerning the Johnson Act, the Potawatomi shall not import VLTs to conduct a lottery under this Compact until either:

(1) The United States Attorney for the Western District of Oklahoma issues a letter assuring that VLTs employed pursuant to this compact do not violate the Johnson Act; or

(2) A federal court of competent jurisdiction shall have declared that importation of VLTs under this Compact do not violate the Johnson Act, or

(3) In the event the Potawatomi file and diligently prosecute a declaratory judgment action to determine the legality under the Johnson Act of VLTs employed pursuant to this compact, but that action is dismissed against them without a decision on the merits, the Potawatomi may:

(a) import one carousel of VLTs, not to exceed 10 in number;

(b) simultaneously notify the United States Attorney in writing of the importation of these VLTs; and

(c) import, at their sole risk and indemnifying and holding Oklahoma harmless, as many VLTs as they desire if the United States Attorney takes no action within thirty (30) days of receipt of notice of importation of the original carousel of VLTs.

c. *Objection* -- Prior to importing VLTs into Potawatomi Indian country, the Potawatomi shall provide Oklahoma with a copy of the written assurance specified in paragraph 16.b(1) or the federal court order contemplated by paragraph 16.b(2) or 16.b(3). Oklahoma shall have ten (10) days after receipt of same to object that the documentation is inadequate. This objection will be resolved under the Dispute Resolution provision of this compact.

Pending such resolution, an objection shall not preclude importation of VLTs as contemplated herein.

17. **Retention of Legal Arguments** -- In the event this compact becomes inoperative, nothing in this compact shall be construed as a concession by any party of any legal position or argument it may have had concerning any form of Class III gaming in the absence of this compact, and no party shall be deemed to be estopped by the terms of this compact from making any argument it might have had in the absence of this compact.

18. **Notices**

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

a. *Oklahoma*:

Governor
State Capitol, Room 212
Oklahoma City, Oklahoma 73105

cc: Robert A. Nance
5801 North Broadway
Suite 101
Oklahoma City, OK 73118

cc: Attorney General
State Capitol, Room 112
Oklahoma City, OK 73105

cc: Oklahoma State Bureau of Investigation
Attn: Director
2132 Northeast 36th Street
Oklahoma City, Oklahoma 73136

b. *Potawatomi*:

Tribal Administrator
Citizen Band Potawatomi Indian Tribe
of Oklahoma
1901 Gordon Cooper Drive
Shawnee, Oklahoma 74801

cc: Michael Minnis & Associates, P.C.
Attn: Michael Minnis
3160 Liberty Tower
100 North Broadway
Oklahoma City, OK 73102-8606

19. **Entire Agreement** -- This compact and the exhibits attached hereto are the entire agreement between 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 agent of any party shall be valid or binding. This compact shall be binding upon the successors and assigns of the parties hereto.

DATED: July 10, 1992

STATE OF OKLAHOMA

Governor

DATED: July 10, 1992 1992

CITIZEN BAND POTAWATOMI INDIAN TRIBE OF OKLAHOMA

Chairman

Approved by the Joint Committee on State-Tribal Relations on the 27 day of August, 1992.

Chairman, Senate

Chairman, House of Representatives

Consistent with 25 U.S.C.A. § 2710(d)(8), this compact is approved on the 19 day of October, 1992, by the Secretary of the United States Department of the Interior.

Assistant Secretary - Indian Affairs

AUTHENTICATION

The undersigned is the Secretary of the Citizen Band Potawatomi Indian Tribe of Oklahoma and, in that capacity and pursuant to Resolution Pott. #93-1, hereby certifies that the signature on the foregoing page of John A. Barrett, Jr. is authentic and, by virtue of said resolution, he has the capacity to sign the above and foregoing Tribal/State Compact on behalf of the Citizen Band Potawatomi Indian Tribe of Oklahoma.

[Seal]

Bob F. Davis, Secretary/Treasurer

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming; Citizen Band Potawatomi Indian Tribe of Oklahoma

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State Compact.

SUMMARY: Pursuant to 25 U.S.C. 2710, of the Indian Gaming Regulatory Act of 1988 (Pub. L. 100–497), 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 Tribal-State Class III Gaming Compact between the Citizen Band Potawatomi Indian Tribe of Oklahoma and the State of Oklahoma, which was enacted on July 6, 1992.

DATES: This action is effective October 23, 1992.

ADDRESSES: Office of Tribal Services, Bureau of Indian Affairs, Department of the Interior, MS/MIB 4603, 1849 "C" Street, NW., Washington, DC 20240.

FOR FURTHER INFORMATION CONTACT: Hilda Manuel, Interim Staff Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–0994.

Dated: October 19, 1992.

Ron Eden,

Acting Assistant Secretary—Indian Affairs

[FR Doc. 92–25735 Filed 10–22–92; 8:45 am]

BILLING CODE 4310–02–M