United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

AUG 07 1998

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NATIONAL INDIAN
GAMING COMMISSION
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Honorable Deborah J. Doxtator
Tribal Chairwoman
Oneida Tribe of Indians of Wisconsin
P.O. Box 365
Oneida, Wisconsin 54155

Dear Chairwoman Doxtator:

We are in receipt of the Amendments to the Oneida Tribe of Indians of Wisconsin (Tribe) and the State of Wisconsin (State) Gaming Compact of 1991 dated May 8, 1998. We have completed our review of these Amendments and conclude that it does 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 note that the Amendments (Section XXXII of the Compact) memorialize that the Tribe and State agree to discuss modification of the Compact should the State enact a law which purports to impact a tax, fee, assessment or other charge directly on the Tribe's Class III gaming revenues, or a tax on winnings generated at a Class III gaming facility. Our approval of these Amendments should not be construed as, and is not, authorization for the State to impose such taxes, fees, assessments or charges.

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

Sincerely,

/s/ Kevin Gover

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Honorable Tommy G. 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

98 AUG 31 PM 2:19

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 Oneida Tribe of Indians and the State of Wisconsin Gaming Compact, which were executed on May 8, 1998.

DATES: This action is effective August 21, 1998.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Indian Gaming Management Staff, Bureau of Indian Affairs, Washington, D.C. 20240, (202) 219–4068.

Dated: August 7, 1998.

Kevin Gover,

Assistant Secretary—Indian Affairs.

[FR Doc. 98–22495 Filed 8–20–98; 8:45 am]

BILLING CODE 4310–02–P

AMENDMENTS TO THE ONEIDA TRIBE OF INDIANS OF WISCONSIN AND THE STATE OF WISCONSIN GAMING COMPACT OF 1991

This Agreement is entered into by and between the Oneida Tribe of Indians of Wisconsin ("Nation") and the State of Wisconsin ("State").

WHEREAS, Section XXX of the Oneida Tribe of Indians of Wisconsin and the State of Wisconsin Gaming Compact of 1991 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 Nation,

The State and the Nation 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 November 8, 1998 to November 8, 2003, subject to further extensions as provided therein.

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.

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

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

   The Nation shall limit use of electronic games of chance at its One Stop convenience store enterprises to no more than four (4) locations. The number of electronic games of chance permitted at these four (4) locations shall be limited to the number of electronic games of chance in operation at those four (4) locations on the date of this agreement. The records of the Department of Administration, Division of Gaming shall be the final authority for determining the number of electronic games of chance in operation at the Nation's One Stop convenience store locations on the date of this agreement.

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

   A. The Tribe shall make an annual payment to the State for each one (1) year period beginning November 8, 1998 through November 8, 2003, in the amount of $5,400,000. For each payment required by this section, the Nation shall reduce the payment by $550,000 in direct recognition of existing municipal service agreements. The Governor shall undertake to use his best efforts within the scope of his authority to assure payments received by the State pursuant to this section are spent in accordance with the May 8, 1998, Memorandum of Understanding Regarding Government to Government Matters.

   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 Nation shall be relieved of its obligations to pay these amounts. If a subsequent agreement regarding Class III gaming substantially and adversely affects the Nation's Class III gaming revenues, the State and the Nation shall meet to discuss a reduction of the amount required pursuant to Section XXXII.A.

   C. Method of Payment. The Nation shall make the first payment required by Subsection A on or before December 30, 1999, and each subsequent payment on December 30, 2000, December 30, 2001, December 30, 2002 and December 30, 2003 respectively.

   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 Nation 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 Nation shall meet to discuss additional assistance.

   F. In the event that, after the effective date of this amendment, the State enacts any law which imposes a new tax, fee, assessment, or other charge which is assessed directly on the Nation's Class III gaming revenues, or a tax exclusively on winnings generated at the Class III gaming facilities, the State and Nation shall meet to discuss a modification to Section XXXII. of this Compact.

5. Section XXXIII of the Compact entitled "ADDITIONAL BENEFITS TO NATION" 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 Nation, 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 XXXIV 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 May 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 May 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 court's holding, 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 Nation, 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 Nation agrees to make its best efforts to develop such a plan in consultation with other Wisconsin Indian Tribes by February 1999.

8. Section XXXV ~~of the~~ Compact is created as follows:

   The Nation agrees to renew all existing service agreements with local units of government under the current terms and conditions of those agreements. The Nation shall take reasonable action to enter into service agreements with Brown County, Outagamie County, the Town of Hobart and the Town of Oneida substantially similar to the Nation's existing service agreements with the Village of Ashwaubenon, the City of Green Bay and the City of DePere. Nothing in this Compact shall prevent the Nation and any governmental entity from reaching a mutually acceptable service agreement with terms different from the terms contained in any existing service agreement listed above.

9. The State and Nation agree to execute contemporaneous with the execution of these compact amendments documents entitled Memorandum of Understanding Regarding Technical Matters, and Memorandum of Understanding Regarding Government to Government Matters, which documents are incorporated herein by reference.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

By: Deborah Doxtator
Deborah Doxtator
Tribal Chair

Date Signed: 5-8-98

STATE OF WISCONSIN

By: Tommy G. Thompson
Tommy G. Thompson
Governor

Date Signed: May 8, 1998.

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Amendments to the Oneida Tribe of Indians and the State of Wisconsin Gaming Compact dated May 8, 1998, is hereby approved on this 7 day of August, 1998, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR

Kevin Gover

MEMORANDUM OF UNDERSTANDING REGARDING GOVERNMENT TO GOVERNMENT MATTERS

This Memorandum of Understanding is entered into by and between the Oneida Tribe of Indians of Wisconsin ("TRIBE") and the State of Wisconsin ("STATE").

WHEREAS, TRIBE and STATE on this date have entered into Amendments to the Oneida Tribe of Indians of Wisconsin and the State of Wisconsin Gaming Compact of 1991; and

WHEREAS, said amendments provide for the payment of monies by TRIBE to STATE; and

WHEREAS, the parties desire to specify the usage to be made of such monies; and

WHEREAS, the parties wish to meet on a regular basis to address government to government issues of mutual concern;

NOW THEREFORE IT IS AGREED that the Governor shall undertake his best efforts within the scope of his authority to assure that monies paid to the STATE hereunder shall be expended upon:

1) Economic development initiatives to benefit Tribes and/or American Indians within Wisconsin,
2) Economic development initiatives in regions around casinos,
3) Promotion of tourism within the State of Wisconsin, and
4) Support of programs and services of the County in which the Tribe is located.

IT IS FURTHER AGREED that the STATE and the TRIBE shall establish a schedule of regular meetings to address government to government issues of mutual concern. One such meeting per year shall contain an accounting of the funds expended in accordance with this agreement.

ONEIDA TRIBE OF INDIANS

By: Deborah Doxtator
Deborah Doxtator
Chair

Date Signed: 5-8-98

STATE OF WISCONSIN

By: Tommy G. Thompson
Tommy G. Thompson
Governor

Date Signed: May 8, 1998

MEMORANDUM OF UNDERSTANDING
REGARDING TECHNICAL MATTERS

Whereas, the State of Wisconsin (State) and the Oneida Tribe of Indians of Wisconsin (Nation) have executed amendments to the Oneida Tribe of Indians of Wisconsin and the State of Wisconsin Gaming Compact of 1991, and

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

Whereas, the State and the Nation agree that the revisions contained herein will enable both parties to more effectively and efficiently perform the respective responsibilities regarding the Nation'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 Oneida Tribe of Indians of Wisconsin and the State of Wisconsin Gaming Compact of 1991.

1. The Tribe shall utilize in its Class III gaming operations 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. If a conflict occurs due to technical changes or other advances in the industry, and the Department of Administration, Division of Gaming hereafter referred to as Department disagrees with the proposed change in the minimal internal control standards, the Nation and the Department agree to form a technical task force to resolve the issue. The Department and the Nation may designate, in writing, minimum internal control standards which conflict with the Compact as acceptable for use in the Nation's 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 Nation's slot accounting data generated by the slot accounting system described at Section XV.D.7. of the Compact, the Nation agrees to provide dial-in access to computer files, which shall allow the Department read-only access to all metered activity generated or monitored by the slot accounting system. This information shall be provided in batch format. The Nation shall deposit on a biweekly basis, all reconciliation reports regarding the data provided. In the event additional data is requested said request shall be in writing and submitted to the Oneida Gaming Commission Chairperson pursuant to Section XX.

Access to the above information shall be by means of a dial-up basis and shall require dial back mechanisms restricted to a dedicated phone line as well as passwords, which are changed intermittently. A twenty-four (24) hour advance notice shall be submitted to the Department in writing for purposes of maintenance and upgrading. The Nation and Department may agree to implement alternative electronic mechanisms for the submission of the above mentioned data in writing.

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 the form of statewide aggregate totals without permission of the Nation.

ONEIDA TRIBE OF INDIANS
OF WISCONSIN

By: Deborah Doxtator
Deborah Doxtator,
Tribal Chair

Date Signed: 5-8-98

STATE OF WISCONSIN

By: Tommy G. Thompson
Tommy G. Thompson,
Governor

Date Signed: May 8, 1998