

Dated: February 22, 2008.

Lisa J. Lierheimer,
Senior Permit Biologist, Branch of Permits,
Division of Management Authority.
[FR Doc. E8-5211 Filed 3-14-08; 8:45 am]
BILLING CODE 4310-55-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 Amendments.

SUMMARY: This notice publishes approval of five Amendments to the Class III Gaming Compacts (Amendments) between the state of Oregon and the Burns-Paiute Tribe, the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians, the Coquille Tribe of Indians, the Klamath Tribes, and the Siletz Indians of Oregon.
EFFECTIVE DATE: March 17, 2008.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, 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. These Amendments revise Oregon State Police billing plan for each of the above listed Tribes.

Dated: March 5, 2008.

Carl J. Artman,
Assistant Secretary—Indian Affairs.
[FR Doc. E8-5198 Filed 3-14-08; 8:45 am]
BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[ID 111 1610 DQ 049D DBG071006]

Notice of Correction to Notice of Availability of Snake River Birds of Prey National Conservation Area Proposed Resource Management Plan and Final Environmental Impact Statement, Idaho

AGENCY: Bureau of Land Management,
Interior.

ACTION: Notice of Correction.

SUMMARY: On February 29, 2008, the Bureau of Land Management (BLM) published in the *Federal Register* [73 FR 11139] the Notice of Availability (NOA) of Snake River Birds of Prey National Conservation Area (NCA) Proposed Resource Management Plan (RMP) and Final Environmental Impact Statement (FEIS), Idaho. This notice inadvertently gave the incorrect Internet address for viewing the Proposed RMP/FEIS on the Internet. The correct Internet address is: http://www.blm.gov/id/st/en/fo/four_rivers/Planning/snake_river_birds.html.

FOR FURTHER INFORMATION CONTACT: John Sullivan, NCA Manager, BLM Four Rivers Field Office, 3948 Development Ave., Boise, Idaho 83705, phone 208-384-3300, e-mail address: John_Sullivan@blm.gov.

Thomas H. Dyer,
Bureau of Land Management, Idaho State
Director.
[FR Doc. E8-5296 Filed 3-14-08; 8:45 am]
BILLING CODE 4310-GG-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[WY-060-1320-EL, WYW163340]

Notice of Availability of the West Antelope II Federal Coal Lease by Application Draft Environmental Impact Statement and Notice of Hearing, Wyoming

AGENCY: Bureau of Land Management,
Interior.

ACTION: Notice of Availability.

SUMMARY: In accordance with the National Environmental Policy Act of 1969 (NEPA, 42 U.S.C. 4321 *et seq.*) and the Federal Land Policy and Management Act of 1976 (FLPMA, 43 U.S.C. 1701 *et seq.*), the Bureau of Land Management (BLM) has prepared a Draft Environmental Impact Statement (DEIS) for the West Antelope II Federal Coal Lease By Application (LBA) and by this Notice is announcing the opening of the comment period and a public hearing on the DEIS, Maximum Economic Recovery (MER), and Fair Market Value (FMV) associated with the proposed lease sale pursuant to 43 Code of Federal Regulations (CFR) 3425.4. The DEIS analyzes the potential impacts for coal LBA WYW163340, referred to as the West Antelope II tract, in the decertified Powder River Federal Coal Production Region, Wyoming.

DATES: To ensure they will be considered, the BLM must receive written comments on the DEIS, MER,

and FMV within 60 days following the date the Environmental Protection Agency publishes its Notice of Availability of this DEIS in the *Federal Register*. The public hearing will be held at 7 p.m. MST, on March 24, 2008, at the Best Western Douglas Inn, 1450 Riverbend Drive, Douglas, Wyoming. The BLM will announce future meetings or hearings and any other public involvement activities at least 15 days in advance through public notices, media news releases, and/or mailings.

ADDRESSES: You may submit comments by any of the following methods:

E-mail: casper_wymail@blm.gov.

Fax: 307-261-7587.

Mail: Casper Field Office, Bureau of Land Management, Attn: Sarah Bucklin, 2987 Prospector Drive, Casper, Wyoming 82604.

FOR FURTHER INFORMATION CONTACT: Sarah Bucklin or Mike Karbs by mail at 2987 Prospector Drive, Casper, Wyoming 82604, by phone at 307-261-7600, or by e-mail at casper_wymail@blm.gov.

SUPPLEMENTARY INFORMATION: The BLM is considering issuing a coal lease as a result of an April 6, 2005, application made by Antelope Coal Company (Antelope) to lease the Federal coal in the West Antelope II coal tract. This tract is located in Converse and Campbell counties and is near the Antelope Mine, approximately 50 miles north of Douglas, Wyoming. The DEIS analyzes and discloses to the public the direct, indirect, and cumulative environmental impacts of issuing a Federal coal lease in the Wyoming portion of the Powder River Basin. A copy of the DEIS has been sent to affected Federal, State, and local government agencies; persons and entities identified as potentially being affected by a decision to lease the Federal coal in this tract; and persons who indicated to the BLM that they wished to receive a copy of the DEIS. The purpose of the public hearing is to solicit comments on the DEIS, on the proposed competitive sale of the West Antelope II coal tract, and comments on the FMV and MER of the Federal coal.

Antelope originally applied for the tract in accordance with 43 CFR part 3425 in order to extend the life of the existing Antelope Mine. The applicant estimated that the tract includes approximately 429.7 million tons of in-place Federal coal underlying the following lands in Converse and Campbell Counties, Wyoming:

T. 40 N., R. 71 W., 6th PM, Wyoming
Section 5: Lot 18;
Section 8: Lots 1 through 3, 6 through 11,
14 through 16;



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240



FEB 28 2008

Honorable Wanda Johnson
Chairperson, Burns-Paiute Tribe
100 Pasigo Street
Burns, Oregon 97720

Dear Chairperson Johnson:

On February 21, 2008, we received Amendment I of the Amended and Restated Tribal-State Compact for Regulation of Class III Gaming (Amendment) between the Burns-Paiute Tribe (Tribe) and the state of Oregon (State). We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (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 Theodore R. Kulongoski, Governor, State of Oregon. We wish the Tribe and the State continued success in their economic venture.

Sincerely,

*Acting Deputy Assistant Secretary -
Policy and Economic Development*

Enclosure

**AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION
OF CLASS III GAMING BETWEEN THE BURNS-PAIUTE TRIBE AND THE
STATE OF OREGON**

AMENDMENT I

This amendment is made to the Class III Gaming Compact between the Burns-Paiute Tribe ("the Tribe") and the State of Oregon executed on December 30, 2002 and approved by the Secretary of the Interior on February 14, 2003, effective March 18, 2003. The terms of this Amendment are in addition to and, except as specifically provide herein, do not supersede any of the provisions of the original Compact.

WHEREAS, the State wishes to amend the Compact to both revise the methodology for the Tribe's payment for Oregon State Police (OSP) activities authorized in the Compact and to remove the OSP payment provisions from the Compact and place them in a memorandum of understanding; and

NOW THEREFORE, the Tribe and the State hereby approve the following amendment to the Compact:

I. Section 10.A is revised as follows:

A. Assessment for State Monitoring, Oversight and Law Enforcement Costs

1. The Tribe agrees that the Oregon Gaming Tribes have the collective responsibility to pay for the cost of performance by OSP of its activities authorized pursuant to this Compact, including associated overhead. The Tribe agrees to pay within 30 days of billing its fair share of the Oregon State Police costs pursuant to the formula set forth in this Section within 30 days of billing a memorandum of understanding (OSP Payment MOU) executed by the Tribe and the State. The OSP Payment MOU can be amended by the parties without amending this Compact.
2. To give the ~~Oregon Gaming Tribes~~ an opportunity for review and comment on its biennium budget, the Oregon State Police agrees to meet and discuss the proposed budget with the Tribes no later than thirty (30) days before the proposed budget is submitted to the Governor. OSP shall distribute, during the development of its biennium budget, a draft to the Tribe of the Tribal Gaming Section portion of the budget, to the Oregon Gaming Tribes p Prior to submission of the proposed budget to either the Governor or the Legislature, OSP agrees to meet with the Tribe. The Oregon State Police shall give full consideration to the ~~Oregon Gaming Tribes's'~~ comments on the Tribal Gaming Section budget. Notwithstanding the right of the ~~Oregon Gaming Tribes~~ to comment on the Tribal Gaming Section budget, each the Tribe retains the right to participate in any public review by either the Governor or the Legislature on the Oregon State Police budget as well as

before the Emergency Board for any increase in the Oregon State Police budget.

3. Because of the government-to-government relationship between the Tribe and the State, the parties recognize that the obligation of the Tribe to pay for the Oregon State Police costs as provided by this Compact is unique. Nothing in this Compact is intended to, nor shall be construed as, creating a responsibility for the Tribe to pay for any other governmental services rendered by or received from the State.

4. ~~The Tribe's monthly payment to the Oregon State Police shall be computed as follows:~~

~~a. The biennium budget for the Tribal Gaming Section shall be divided by twenty four (24) to determine the total monthly payment that must be made by the Oregon Gaming Tribes to the Oregon State Police for Compact related activities. This payment shall be referred to as the "OSP Monthly Payment."~~

~~b. Amounts received by the Oregon State Police from Class III Gaming Contractor license applicants, or any other gaming vendor license applicant, and from the payment for the assignment of Tribal Gaming Section officers to non-tribal gaming duties, shall reduce the OSP Monthly Payment owed by the Oregon Gaming Tribes which reduced sum shall be referred to as the "adjusted OSP Monthly Payment". The reduction in the OSP Monthly Payment owed by the Oregon Gaming tribes shall occur in the month the Oregon State Police receives such payments from third party sources.~~

~~e. The Tribe's monthly payment to the Oregon State Police shall be computed as follows:~~

$$\begin{array}{r}
 \text{No. of direct Service Hours billed to} \text{-----} \text{Adjusted} \\
 \text{Coquille Tribal Gaming Operations} \text{-----} \text{OSP} \text{-----} \text{Tribe's} \\
 \text{Share of} \\
 \text{-----} \text{X Monthly} \text{-----} \text{OSP} \\
 \text{Monthly} \\
 \text{Total No. of Direct Service Hours} \text{-----} \text{Payment} \text{-----} \text{Payment} \\
 \text{Billed to All Oregon Tribal Gaming} \\
 \text{Operations.}
 \end{array}$$

~~d. Every six months, or biennium quarter, the Oregon State Police shall reconcile the total payments received from the Oregon Gaming Tribes and third party sources during the six month period. The total of these payments should equal one fourth of the Oregon State Police/Tribal Gaming Section biennium budget. Any underpayment or overpayment shall adjust the amount owed by the Oregon Gaming Tribes the month following the reconciliation.~~

~~5. As used in this section~~

- ~~a. "Oregon Gaming Tribes" means the federally recognized Indian Tribes in Oregon engaged in Class III gaming pursuant to a Tribal State Compact.~~
- ~~b. "Direct Service Hours" means the actual time spent by Oregon State Police personnel in performing employee background checks, performing background checks on Class III Gaming Contractors or other gaming vendors (unless paid by the Class III Gaming Contractor or other gaming vendor), performing Compact monitoring functions (including the annual comprehensive compact compliance review), conducting an investigation, and traveling to and from the Gaming facility or the site of a Class III Gaming Contractor background investigation, for a particular Tribal Gaming Operation. The Oregon State Police shall keep direct service hour billing records setting forth the date work is performed, a brief description of the work performed and the amount of time spent.~~

4. The methodology for the payment of Oregon State Police costs as set forth in the OSP Payment MOU shall begin on the effective date of the OSP Payment MOU referenced in Section 10.A.1. Until the date the OSP Payment MOU becomes effective, the current methodology remains in effect.

Executed as of the date and year below.

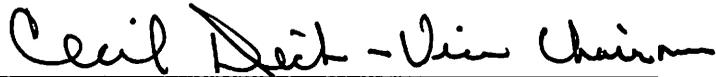
STATE OF OREGON

Dated: 2-15-08

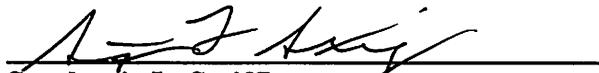

Theodore R. Kulongoski, Governor

BURNS-PAIUTE TRIBE

Dated: Jan 9, 2008


Cecil Deeth - Vice Chairman
in behalf of Wanda Johnson, Chairperson

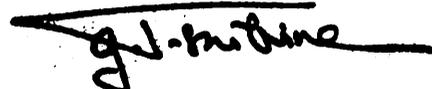
APPROVED FOR LEGAL SUFFICIENCY


Stephanie L. Striffler

Special Counsel to the Attorney General

Dated: 2/21/08

Approved by *Acting* Deputy Assistant Secretary
- Policy and Economic Development


By: _____

Dated: FEB 28 2008