

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 Joe Kirk
Chairperson, Klamath Tribes
501 Chiloquin Blvd.
P.O. Box 436
Chiloquin, Oregon 97624

Dear Chairperson Kirk:

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 Klamath Tribes (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 KLAMATH TRIBES AND THE STATE OF
OREGON**

AMENDMENT I

This amendment is made to the Class III Gaming Compact between the Klamath Tribes ("the Tribes") and the State of Oregon executed on June 27, 2002 and approved by the Secretary of the Interior on August 24, 2002, effective September 17, 2002. 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 Tribes' 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 Tribes 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 Tribes agree that the Klamath Tribes have the responsibility to pay for their fair share of the cost of performance by OSP of its activities authorized pursuant to this Compact, including associated overhead. The Tribes agree to pay within 30 days of billing its fair share of the Oregon State Police costs pursuant to the formula set forth in a memorandum of understanding (OSP Payment MOU) executed by the Tribes and the State this section within 30 days of billing. The OSP Payment MOU can be amended by the parties without amending this Compact.
2. To give the Tribes an opportunity for review and comment on its biennium budget, the OSP 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. During the development of its biennium budget, the Oregon State Police shall distribute, during the development of its biennium budget, a draft of the Tribal Gaming section portion of the budget to the Oregon Gaming Tribes of the Tribal Gaming portion of the budget, for their review and comment. Prior to submission of the proposed budget to either the Governor or the Legislature, OSP agrees to meet with the Tribes. The Oregon State Police shall give full consideration to the Oregon Gaming Tribes' comments on the Tribal Gaming Section budget. Notwithstanding the right of the Oregon Gaming Tribes to comment on the Tribal Gaming Section budget, before it is finalized within the Oregon State Police, each the Tribes retains the right to participate in any public

~~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 any 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. This definition is in no way intended to limit OSP's activities authorized pursuant to this Compact. 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, which information will be provided upon request.~~

~~6 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. began on January 1, 1999.~~

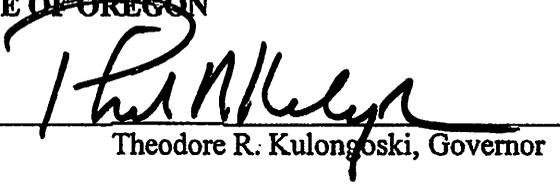
~~7 5. If the Tribes dispute the amount of the assessment under this section, the Tribes shall timely pay the undisputed amount and within thirty (30) days of billing, shall notify OSP in writing of the specific nature of the dispute. If the parties have not resolved the dispute within 15 days, the Tribes shall pay the disputed amount into an off-reservation escrow, mutually agreeable to the parties, with escrow instructions providing that the funds are to be released only upon authorization by both the Tribes and the Oregon State Police. The parties shall share the reasonable costs of the escrow. The dispute shall then be resolved pursuant to the procedures set forth in Section 6(b)(3) of this compact.~~

If the Tribes fail to pay the disputed amount into escrow or timely pay the undisputed amount, the Oregon State Police may suspend any background checks that are in process or withhold authorization for the shipment of equipment, and/or pursue other remedies for compact violations available under this Compact.

Executed as of the date and year below.

STATE OF OREGON

Dated: 2-15-08


Theodore R. Kulongoski, Governor

KLAMATH TRIBES

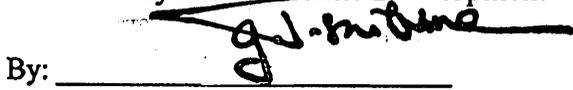
Dated: 1-7-08


Joe Kirk, Chairperson

APPROVED FOR LEGAL SUFFICIENCY


Stephanie L. Striffler
Special Counsel to the Attorney General
Dated: 2/20/08

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


By: _____

Dated: FEB 28 2008