tribe's BIA Agency office. Two printed and two digital copies will then reside with DEMD. These copies should be forwarded to the DEMD offices in Lakewood, Colorado, to the attention of the Energy and Mineral Development Program.

All products generated by EMDP studies may be subject to release under FOIA, as noted above. Products include all reports and technical data obtained during the study such as geophysical data, geochemical analyses, core data, lithologic logs, assay data of samples tested, results of special tests, maps and cross sections, status reports and the final report.

J. Requests for Technical Assistance

The DEMD staff may provide technical consultation (*i.e.*, work directly with tribal staff on a proposed project), provide support documentation and data, provide written language on specialized sections of the proposal and suggest ways a tribe may obtain other assistance, such as from a company or consultant specializing in a particular area of expertise. However, the tribe is responsible for preparing the executive summary, justification and scope of work for their proposal.

The tribe must notify DEMD in writing that they require assistance, and DEMD will then appoint staff to provide the requested assistance. The tribe's request must clearly specify the type of technical assistance desired.

Requests for technical assistance should be submitted by the deadline stated in the DATES section for such requests to allow DEMD time to provide the appropriate assistance. Tribes not seeking technical assistance should attempt to submit their EMDP proposals well in advance of the deadline to allow DEMD time to review the proposals for possible deficiencies and allow ample time to contact the tribe with requests for revisions to the initial submission.

Dated: March 10, 2009.

George T. Skibine,

Deputy Assistant Secretary for Policy and Economic Development.

[FR Doc. E9–6545 Filed 3–24–09; 8:45 am]

BILLING CODE 4310–4M–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 amendments to 13 Class III Tribal-State Gaming Compacts (Amendments). The 13 Class III Gaming Compacts are between the State of Arizona and each of the following Indian tribes, respectively: Ak-Chin Indian Community, Colorado River Indian Tribes, Cocopah Indian Tribe, Fort McDowell Yavapai Nation, Fort Mojave Indian Tribe, Havasupai Indian Tribe, Hualapai Indian Tribe, Kaibab-Paiute Indian Tribe, Navajo Nation, Tohono O'odham Nation, White Mountain Apache Tribe, Yavapai-Apache Tribe, and Zuni Tribe.

DATES: *Effective Date:* March 25, 2009.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Acting Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240. *Telephone:* (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. The approved Amendments are substantially identical. Generally, the Amendments consist of clarifications and minor changes to various sections of each tribe's current compact (which are also substantially identical). The Amendments change the destination and frequency of the tribes' payments from quarterly to yearly, based upon the individual gaming facility's fiscal year.

Dated: March 6, 2009.

George T. Skibine,

Deputy Assistant Secretary for Policy and Economic Development.

[FR Doc. E9–6585 Filed 3–24–09; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLWO35000.L14300000.ER0000.24–1A; OMB Control Number 1004–0153]

Information Collection; Conveyance of Federally-owned Mineral Interests

AGENCY: Bureau of Land Management, Interior.

ACTION: 30-Day Notice and Request for Comments.

SUMMARY: The Bureau of Land Management (BLM) has submitted an information collection request to the Office of Management and Budget (OMB) for a 3-year extension of OMB Control Number 1004–0153 under the Paperwork Reduction Act. The Bureau of Land Management (BLM) needs to collect the information in order to determine if surface-estate owners are eligible to receive title to the Federally-owned minerals lying beneath their land.

DATES: The OMB is required to respond to this information collection request within 60 days but may respond after 30 days. Therefore, written comments should be received on or before April 24, 2009.

ADDRESSES: You may submit comments directly to the Desk Officer for the Department of the Interior (OMB # 1004–0153), Office of Management and Budget, Office of Information and Regulatory Affairs, by fax 202–395–7245, or by electronic mail at *oira_docket@omb.eop.gov.*

In addition, please mail or hand-carry a copy of your comments to BLM Information Collection Clearance Officer (WO–630), Department of the Interior, 1849 C Street, NW., Mail Stop 401 LSWashington, DC 20240; or send a copy of your comments by electronic mail to *jean_sonneman@blm.gov*, "Attn: 1004–0153".

FOR FURTHER INFORMATION CONTACT: Alzata Ransom, Division of Lands, Realty and Cadastral Survey, at 202–452–7772 (Commercial or FTS).

SUPPLEMENTARY INFORMATION:

60-Day Notice: On September 23, 2008, the BLM published a 60-day notice (73 FR 54849) requesting comments on the proposed information collection. The comment period ended November 24, 2008. No comments were received.

Title: Conveyance of Federally-owned Mineral Interests (43 CFR Part 2720).

OMB Number: 1004–0153.

Form Numbers: Nonform information.

Abstract: The information that is supplied allows the BLM to determine if private surface estate owners are eligible to receive title to the Federally-owned minerals lying beneath their land.

Current Action: This proposal is being submitted to extend the expiration date of March 31, 2009.

Type of Review: 3-year extension.

Affected Public: Surface-estate owners who apply for title to Federally-owned minerals lying beneath their land.

Obligation to Respond: Required to obtain or retain benefits.

Application Fee per Response: $50.

Estimated Number of Annual Responses: 21.

Estimated Time per Response: 10 hours.

AGREEMENT TO AMEND COMPACT BETWEEN THE YAVAPAI-APACHE NATION AND THE STATE OF ARIZONA

Consistent with the Compact and A.R.S. § 5-601.02(C), the Yavapai-Apache Nation (the "Tribe") and the State of Arizona (the "State") hereby enter into the following Agreement to Amend Compact (the "Agreement") this 19th day of December, 2008.

DECLARATION OF POLICY AND PURPOSE

WHEREAS, the Tribe and the State are separate sovereigns, and each recognizes and respects the laws and authority of the other sovereign; and

WHEREAS, the Congress of the United States has enacted into law the Indian Gaming Regulatory Act, Public Law 100-497, 25 U.S.C. §§ 2701-2721 and 18 U.S.C. §§ 1166-1168 (the "Act") which requires a tribal-state compact negotiated between a tribe and a state in order to conduct Class III Gaming Activities on the Indian Lands of a tribe; and

WHEREAS, the Tribe and the State have entered into a tribal-state gaming compact pursuant to the Act and consistent with the provisions of Title 5, Chapter 6 of the Arizona Revised Statutes known as "The Yavapai-Apache Nation - State of Arizona Gaming Compact" (the "Compact"); and

WHEREAS, the Tribe and the State desire to amend certain provisions of the Compact pursuant to Section 17(c) of the Compact;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State agree as follows:

AGREEMENT

1. The Tribe and the State agree to amend the following listed, and attached, provisions of the Compact:

(A) Section 2(n) – Definition of "Gaming Facility" (attachment 1);

(B) Section 4(d) – Vendor licensing and certification (attachment 2);

(C) Sections 5(i) and (n) – Employee licensing and certification (attachment 3);

(D) Section 3(m) – Wager limitations (attachment 4);

(E) Section 3(d) – Transfer pools (attachment 5);

(F) Section 12(e) – Contribution schedule (attachment 6);

(G) Section 7(g) – Compact compliance review (attachment 7);

(H) Section 3(d)(8) – Transfer audits (attachment 8); and

(l) Section 6(g) – Reporting to State Gaming Agency (attachment 9).

2. The deletions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the nine (9) attached Compact provisions referenced in paragraph one (1) of this Agreement (which are incorporated herein by this reference) with a strikeout.

3. The additions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the nine (9) attached Compact provisions referenced in paragraph one (1) of this Agreement by being placed in bold typeface and underlined.

4. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement and no other statement, agreement, or promise made by any party, officer, or agent of any party shall be valid or binding. The Tribe and the State do not agree, or intend, to amend any provisions of the Compact other than as specifically shown in the nine (9) attachments to this Agreement, and the Compact, to include the newly amended provisions, shall remain in full force and effect following the date this Agreement becomes effective.

5. Each of the undersigned represents that he or she is duly authorized and has the authority to execute this agreement on behalf of the party for whom he or she is signing and that this Agreement is a contractual agreement which is valid, enforceable and binding upon the parties.

6. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, and the Tribe and the State.

7. This Agreement shall become effective once it has been fully executed on behalf of both the Tribe and the State, it is approved by the Secretary of the Interior, and notice of the Secretary of the Interior's approval is published in the Federal Register pursuant to the Act.

8. This Agreement is executed in three original documents; one shall be maintained by the Chairperson of the Tribe, one shall be maintained by the Governor of the State and the third shall be sent to the Secretary of the Interior for approval.

9. The Tribe and the State have agreed to use the particular language in this Agreement, and no ambiguity in this Agreement shall be construed against either party. Terms in this Agreement that are not defined shall have the meaning given to them in the Compact.

10. The parties may renegotiate provisions of this Agreement pursuant to the Compact. This Agreement may be amended and modified only in writing in a document signed by the parties.

11. The Tribe and the State agree to incorporate herein all provisions of the Compact which are not amended by operation of this Agreement, to include, among all the others, the dispute resolutions provisions in Section 15.

12. Each provision of this Agreement, and each Compact amendment effectuated by this Agreement, shall stand separate and independent of every other. If a court of competent jurisdiction finds any provision of this Agreement, or any Compact amendment effectuated by

this Agreement, to be invalid or unenforceable, it is the intent of the parties that the remaining provisions and amendments shall remain in full force and effect to the extent possible.

By: Thomas Beauty
Thomas Beauty, Chairman
Yavapai Apache Nation

DATE: _____

By: _____
Janet Napolitano, Governor
State of Arizona

DATE: 1-12-09

ATTESTED TO:

ARIZONA SECRETARY OF STATE

By: Janice K. Brewer
Janice K. Brewer
Arizona Secretary of State

DATE: 1-14-09

APPROVED:

By: _____
George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary - Indian Affairs

DATE: FEB 23 2009