activities under this permit, each of your subpermittees must have a copy of your abatement permit and a dated letter from you identifying him or her (name, address, falconry permit number) as your subpermittee.

H. You must submit a Service form 3–186A (Migratory Bird Acquisition and Disposition Report) completed in accordance with the instructions on the form for each acquisition and disposition of a raptor.

I. If your raptor takes an MBTA-protected bird in the course of conducting abatement and that take is not authorized by a federal depredation order or federal depredation permit, the bird must be left in the field (or the raptor may be allowed to feed on it in the field), except at locations (e.g., airports or airfields) where human safety considerations preclude the bird being left in the field.

J. All facilities and equipment must meet standards described in 50 CFR 21.29 and all birds must be maintained under humane and healthful conditions at all times.

K. Acceptance of this permit authorizes inspection in accordance with 50 CFR 13.47.

Authority: The Migratory Bird Treaty Act, 16 U.S.C. 703–712.

Dated: August 22, 2007.

Todd Willens,

Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. E7–23797 Filed 12–7–07; 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 compact.

SUMMARY: This notice publishes the Approval of the Tribal—State Compact between the State of Montana and the Fort Belknap Tribe.

DATES: *Effective Date:* December 10, 2007.

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. The Compact allows Class III gaming as a means of promoting tribal economic development, self-sufficiency and strong tribal governments, and also honors the policy of the State of Montana to maintain a uniform regulatory climate that assures players, owners, tourists, citizens and others that gambling in Montana is fair and protected from corrupt influences.

Dated: November 16, 2007.

Carl J. Artman,

Assistant Secretary—Indian Affairs.

[FR Doc. E7–23885 Filed 12–7–07; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of amendment to approved Tribal—State Class III gaming compact.

SUMMARY: This notice publishes the Approval of the Tribal—State Compact between the State of Washington and the Tulalip Tribe.

DATES: *Effective Date:* December 10, 2007.

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. The Amendment allows for a technical amendment of an alternative standard to allow recall of cash and cash equivalent requirements for a player terminal.

Dated: November 16, 2007.

Carl J. Artman,

Assistant Secretary—Indian Affairs.

[FR Doc. E7–23886 Filed 12–7–07; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[WY–060–08–1610–DR]

Notice of Availability of the Record of Decision for the Casper Resource Management Plan/Environmental Impact Statement, Wyoming

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of Availability.

SUMMARY: In accordance with the National Environmental Policy Act of 1969 and the Federal Land Policy and Management Act of 1976, and the Bureau of Land Management (BLM) management policies, the BLM announces the availability of the Record of Decision (ROD)/Approved Resource Management Plan (RMP) for the Casper Field Office located in Converse, Goshen, Natrona, and Platte counties, Wyoming. The Wyoming State Director signed the ROD, which constitutes the final decision of the BLM and makes the Approved RMP effective immediately.

ADDRESSES: Copies of the ROD/Approved RMP are available upon request from the Field Manager, Casper Field Office, Bureau of Land Management, 2987 Prospector Drive, Casper, WY 82604 or via the Internet at *http://www.blm.gov/rmp/casper/.*

FOR FURTHER INFORMATION CONTACT: Linda Slone, RMP Project Manager, Bureau of Land Management, 2987 Prospector Drive, Casper, WY 82604; telephone (307) 261–7520; fax (307) 261–7587; e-mail *CRMP_wymail@blm.gov* with Casper RMP in the subject line.

SUPPLEMENTARY INFORMATION: The Approved Casper RMP was developed with broad public participation through a 4 year collaborative planning process. The Approved RMP addresses management on approximately 1.4 million acres of BLM-administered public land surface and 4.7 million acres of Federal mineral estate in east-central Wyoming. The ROD/Approved Casper RMP replaces the 1985 Platte River ROD/RMP.

The Approved RMP is designed to achieve or maintain desired future conditions developed through the planning process. It includes a series of management actions to meet the desired resource conditions for physical, biological, and heritage resources while providing opportunities for various resource uses: i.e. livestock grazing; energy and mineral exploration and development; rights-of-way and corridors; and recreation and off-highway vehicle use.

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

TAKE PRIDE IN AMERICA

The Honorable Julia Doney
President, Fort Belknap Community Council
RR#1, P.O. Box 66
Fort Belknap Agency
Harlem, Montana 59526

NOV - 9 2007

Dear President Doney:

On September 27, 2007 we received the Class III Gaming Compact between the Fort Belknap Indian Community Council and the State of Montana. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Compact. This Compact 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 wish the Tribe and the State success in their economic venture.

Sincerely,

Acting Deputy Assistant Secretary
– Policy and Economic Development

Enclosure

Similar Letter Sent to:

The Honorable Brian Schweitzer
Governor, State of Montana
State Capitol
P.O. Box 200801
Helena, Montana 59620-0801

CLASS III GAMING COMPACT
BETWEEN THE FORT BELKNAP INDIAN COMMUNITY
AND THE STATE OF MONTANA

I. AUTHORITY

This Agreement ("Agreement") is made between the Fort Belknap Indian Community of the Fort Belknap Indian Reservation ("Tribe") and the State of Montana ("State"), pursuant to Public Law 100-497, the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2710 et seq. ("IGRA"). The Tribe is authorized to enter into this Agreement by Resolution No. 140-2007 enacted on June 5, 2007. The State is authorized to enter into this Agreement by Section 11(d)(3)(B) of the IGRA and the provisions of the State-Tribal Cooperative Agreements Act (§§ 18-11-101 to 18-11-111, MCA) and the State Constitution.

II. PURPOSE

The purpose of this Agreement is to provide for the operation of, and to define the respective authority of the Tribe and the State for regulation of, Class III gaming on the Fort Belknap Reservation as defined by the IGRA and other applicable law.

III. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon publication in the Federal Register of its approval by the Secretary of Interior pursuant to 25 U.S.C. §11(d)(3)(B). The Agreement shall remain in effect until such time as the Parties to the Agreement enter, and the Secretary of Interior approves, a subsequent agreement on Class III gaming on the Reservation, or until the Parties terminate the Agreement in accordance with Section XII of this Agreement.

IV. POLICY

It is the intention of the State and the Tribe to fully implement the policy of the IGRA which is to provide for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency and strong tribal governments, and also honor the policy of the State of Montana to maintain a uniform regulatory climate that assures players, owners, tourists, citizens and others that gambling in Montana is fair and protected from corrupt influences.

Tribe agrees to limit and regulate gaming operations operated by or licensed by the Tribe in accordance with the guidelines set forth herein.

B. Because of the Reservation's present and historical demographic and land ownership patterns, the State does not presently license and regulate any gaming operations owned by non-Indians and conducted on non-Indian lands within the Reservation boundaries. Should these conditions change providing the potential for non-Indian gaming on non-Indian owned fee lands, the compact shall lapse upon 60 days written notice by either party. The 60 days may be used by the parties to meet and confer regarding the potential amendment or renegotiation of the compact.

C. Under the conditions set forth herein, the State shall have concurrent criminal jurisdiction with the United States to prosecute non-Indians for violations of this Agreement. For purposes of prosecutions by the State only, in the absence of applicable federal or tribal laws, the provisions of the gambling laws of the State of Montana are incorporated by this reference. If a violation by a non-Indian occurs on trust lands regulated by the Tribe, the Council shall promptly initiate civil enforcement action under its laws, or request that federal criminal enforcement action be taken to eliminate the violations. If the federal government defers to the State, the State may criminally prosecute the non-Indian violator, provided that the State shall first confer with Tribal authorities (designated hereby to be the Council officers).

VII. PERMITTED GAMING AND APPLICABLE REGULATIONS

Subject to the jurisdictional authorities and the prohibitions and limitations set forth in this Section and Sections VI and VIII, the Class III gaming conducted under this agreement shall be permitted and regulated by the Tribal Gaming Commission in conformity with applicable State law and rule, unless otherwise noted below.

Pursuant to the terms set forth below, the following gaming may be conducted under this Agreement:

A. Video bingo, video poker, and video keno gambling machines when conducted in compliance with the following:

1. The State and the Tribe agree that all class III electronic games of chance will comply with the technical standards of the Montana Department of Justice, Gambling Control Division as set out in the Administrative Rules of Montana 23.16.1901 through 23.16.1911, 23.16.1920 and where applicable the definitions in 23.16.1802 ("Technical Standards"), subject to the exceptions below:

a. Any definitions of bingo or electronic bingo that are electronic, computer or other technological aids to the Class II game of bingo, as

V. DEFINITIONS

A. Gaming: The term "gaming" means those Class III gaming activities authorized under and conducted in accordance with this Agreement.

B. Premises: The term "premise" or "premises" means the permanent physical building within which an authorized gambling activity occurs.

C. Regulate: The term "regulate" means the power to control through statute, ordinance, resolution, administrative rule, guideline or administrative procedure and to impose taxes, fees, assessments and penalties insofar as is consistent with the IGRA.

D. Reservation: The term "Reservation" means the Fort Belknap Indian Reservation as established by the *Act to Confirm an Agreement with the Gros Ventre, et al.*, 25 Stat. 113 (1888), and further defined by the *Agreement with the Indians of the Fort Belknap Indian Reservation in Montana*, 29 Stat. 321 (1895).

E. State: The term "State" means the State of Montana or any agency thereof.

F. State Gaming Agency: The term "state gaming agency" means the Gambling Control Division of the Montana Department of Justice.

G. Tribe: The term "Tribe" means the Fort Belknap Indian Community of the Fort Belknap Indian Reservation, or any agency, organization or subdivision thereof, or any corporate entity in which such Tribe is the sole owner.

H. Indian: The term "Indian" means any person who would be subject to the jurisdiction of the United States under 18 U.S.C. § 1153 if that person were to commit an offense listed in that section in Indian country to which that section applies.

I. Tribal Gaming Commission: The term "tribal gaming commission" means the Gaming Commission of the Fort Belknap Indian Community Council or such other agency which the Tribe may designate by written notice to the State as the Tribal agency responsible for regulatory oversight of gaming under this Agreement.

VI. JURISDICTION

A. Under the conditions set forth herein, the Tribe has exclusive jurisdiction, subject to any jurisdiction the United States may concurrently exercise, to regulate Indian and tribally-operated class III gaming approved through this Agreement and conducted on lands held in trust by the Tribes or federal government or on tribally owned or Indian owned fee lands within the boundaries of the Reservation. The

defined by IGRA or Rules of the National Indian Gaming Commission (25 CFR Part 502).

b. Any definitions or rules relating to the licensing or permitting of video gambling machine owners or operators

2. A video gambling machine authorized under this agreement shall be tested and approved by the Tribe before placement on the Reservation. Any gambling device approved and licensed by the Tribe under this agreement must meet all technical requirements as set forth in the "Technical Standards" appendix.

B. Simulcast racing and lottery gambling activities as provided by state law and administrative rule, when conducted in compliance with the following:

1. Simulcast racing when conducted in compliance with the provisions of Title 23, chapter 4 of the MCA and ARM 32.28.101 through 32.28.1809, except simulcast racing regulated by the Tribe and the National Indian Gaming Commission must:

a. be with a network approved by the Tribe's gaming commission to operate within the Reservation, and

b. not pay any state or local tax assessment but shall pay other standard fees charged by the network.

2. Lottery games may be conducted on the Reservation to the extent:

a. Such games are authorized by the Montana Lottery subject to the provisions of 23-7-101-412 MCA, and

b. Such games are conducted and operated by the Tribe in a manner which provides security at least as stringent as the Montana Lottery.

C. Calcutta pools,

D. Fantasy sports leagues,

E. Fishing derbies and betting on natural occurrences,

F. Shake-a-day and shaking for music or drinks,

G. Live keno,

H. Sports pools and sports tab games, and

I. Raffles.

The State and the Tribe agree that the State will timely notify the Tribe of any subsequent changes to the above listed statutes and Administrative Rules of Montana and upon such notification said changes will become a part of this agreement by reference.

VIII. GENERAL REGULATIONS

The following regulations shall apply to all gaming activities conducted on the Reservation.

A. All persons under 18 years of age shall not participate in any gaming activity except as allowed under state and tribal law regarding fishing derbies and charitable raffles.

B. The consideration paid for the chance to play shall strictly be cash. Every participant must present the money with which they intend to play the game at the time the game is played. No check, credit card, note, IOU, or other evidence of indebtedness shall be offered or accepted as part of the price of participation in such game or as payment of a debt incurred therein. No person or organization shall be permitted to offer credit for gaming for a fee. This restriction shall not apply to credits won by players who activate gambling machines after inserting coins or currency into machines, and shall not restrict the Tribe or any other persons 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.

C. A person who is not physically present on the premises where the gaming activity is actually conducted may not be allowed to participate, except for simulcast racing conducted in compliance with this Section and Section 6(B)(1),lotteries conducted in compliance with this Section and Section 6(B)(2), and raffles conducted in compliance with this Section and the provisions in Section 6(I).

D. No prize awarded at tribally owned premises may exceed the value of Two Thousand Dollars ($2,000.00) for each award.

E. No more than Four Hundred (400) tribally owned Class III machines, as set out in Section 6 (A), shall be available for play on the Fort Belknap Indian Reservation.

F. No more than Five Dollars ($5.00) may be wagered per play on a tribally owned machine, as defined and set out in Section 6(A).

IX. BACKGROUND INVESTIGATIONS AND LICENSING OF EMPLOYEES AND MANAGER

A. The Tribe, prior to placing a prospective employee whose responsibilities include the operation or management of gaming, shall obtain releases and then shall investigate the backgrounds of all potential employees. The Tribe shall conduct this background check and prepare a written report regarding each applicant within 30 days of receipt of the employment application.

B. The Tribe may employ any person whose prior financial or other activities or criminal record indicates that he or she:

1. does not pose a threat to the public interest;

2. does not pose a threat to the effective regulation and control of gaming;

3. does not create a danger of illegal practices, methods, or activities in the conduct of gaming or in the carrying on of the business and financial arrangements incidental to gaming;

4. has not been convicted of a felony offense within 5 years of the date of application or is on probation or parole or under deferred prosecution for committing a felony offense; or

5. is not receiving a substantial amount of financing for the proposed operation from an unsuitable source. A lender or other source of money or credit that is found to be unacceptable based upon the provisions of 1, 2, 3 or 4 above may be considered an unsuitable source.

6. The Tribe may deny employment to a person who has falsified an application. If the falsification is determined after the person has been employed the Tribe may terminate the employment.

X. TRIBES MAY CONTRACT WITH STATE

The Tribe may contract with the State to certify and inspect machines by paying a fee for each machine, which does not exceed the actual cost incurred by the State for such inspections. The Tribe may contract with the State to conduct background and financial examinations of persons associated with any gaming operation allowed under this Agreement.

XI. ENFORCEMENT OF COMPACT PROVISIONS (Tribal Gaming Commission)

The primary responsibility for the on-site regulation, control and security of the tribally regulated gaming operation authorized by this Agreement shall be that of the Tribal Gaming Commission, as authorized by the Fort Belknap Indian Community Council. The Tribal Gaming Commission shall investigate any reported violation of the tribal gaming ordinance and/or this Agreement by a tribally regulated gaming operator and shall require the operator to correct any violations upon such terms and conditions as the Gaming Commission determines are just and necessary to bring the matter into compliance with tribal and federal law.

XII. DEFAULT AND TERMINATION

A. Default by Tribe. In the event of a failure by the Tribe in the performance of its obligations under this Agreement, the State shall have the right to terminate the Agreement without further notice or proceeding, provided that: a) the State shall have given the Tribe 90 days written notice of such default; (b) the Tribe has not agreed in writing within such 90-day period to remedy the breach and not resume the conduct identified by the State as a breach, and; c) the Tribe has not in fact remedied the breach. If within 90 days after such notice, the Tribe agrees to correct and in fact corrects the violation of this Agreement, the State shall not terminate the Agreement. If the State asserts that the violation of the Agreement is also a violation of law, the State shall so state in the termination notice. In this case, the State may treat the Agreement as immediately suspended pending the Tribe's compliance with law.

B. Default by State. In the event of a failure by the State in the performance of its obligations under this Agreement, the Tribe shall have the right to terminate the Agreement without further notice or proceeding, provided that: a) the Tribe provided the State 90-day written notice of such default; b) the State has not agreed in writing within such 90-day period to remedy the breach and not resume the conduct identified by the Tribe as a breach and; c) the State has not in fact remedied the breach. If, within 90 days after such notice, the State agrees to correct and in fact corrects the violation of this Agreement, the Tribe shall not terminate the Agreement. If the Tribe asserts that the violation of the Agreement is also a violation of law, the Tribe shall so state in the termination notice. In this case, the Tribe may treat the Agreement as immediately suspended pending State compliance with law. The State expressly reserves its immunity from suit in tribal and federal court.

C. Voluntary Termination. Either party may terminate this Agreement by a written notice giving the other Party one hundred and twenty days notice of intent to terminate. This Agreement may also be terminated by mutual consent of the Parties, upon such terms as they deem just.

D. Continuing Duty to Bargain. Upon termination of this Agreement, either voluntarily or through default, the State shall negotiate in good faith with the Tribe over the terms and conditions of a subsequent agreement upon receipt of a request pursuant to Section II(d) of the IGRA.

E. Prohibition of Gaming. In the case of a change in state or federal law which would prohibit gaming authorized under this Agreement, the Tribe and the State, in order to enable the Tribe and its investors (if any) to receive a reasonable return on investments made under this Agreement, agree that gaming, authorized by this Agreement, may continue for a period of one year, unless a court of competent jurisdiction finds that to do so is illegal.

XIII. AMENDMENTS

This Agreement may be amended only with the prior consent of the Parties and only by written instrument signed by the Parties. If IGRA or state law is amended or modified in any way affecting the terms of this Agreement, the Parties agree to negotiate in good faith to amend this Agreement so as to achieve the objectives provided for herein and to ensure compliance with all applicable law.

XIV. NEGATIVE DECLARATION

This agreement has been entered into to satisfy the requirements of the IGRA. It is not intended to reflect or be viewed as reflecting in any other context either party's position with respect to the jurisdictional authority of the other. Nothing in this Agreement or in any conduct undertaken pursuant thereto shall be deemed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the Agreement's terms. Neither this Agreement nor conduct pursuant thereto shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of the Agreement, or used to further either party's equitable or legal position in any litigation unrelated to the subject matter of the Agreement. Each party reserves all rights, arguments and defenses that are available to it under the law, and nothing in this Agreement shall be interpreted or construed as an express or implicit waiver of any such right, argument or defense.

XV. EXPANSION OF CLASS III GAMING

If, after the date of this Agreement, the State authorizes pursuant to State law: (a) any form of gaming classified as Class III under the IGRA in addition to those forms permitted by this Agreement ("Additional Class III Games"), or, (b) wager, prize, machine or other limits or restrictions on gaming, including Additional Class III Games authorized under subsection 2 below, less restrictive than those set forth in this Agreement ("Less Restrictive Provisions"), then the following provisions shall apply:

A. The State shall promptly notify the Tribe of such Additional Class III Games or Less Restrictive Provisions.

B. This Agreement shall be deemed amended to permit Additional Class III Games provided that they are conducted in conformity with the least restrictive terms and conditions applicable to them under the State law.

C. This Agreement shall be deemed amended so as to include such Less Restrictive Provisions.

D. The Tribe may notify the State that they desire to amend this Agreement to authorize such Additional Class III Games on the Reservation on terms and conditions less restrictive than those applicable to them under the foregoing provisions. Upon such notice, the Parties shall in good faith endeavor to negotiate amendments to provide for such gaming by the Tribe in conformity with the IGRA.

XVI. SEVERABILITY

Each provision, section and subsection of this Agreement shall stand separate and independent of every other provision, section, or subsection. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this Agreement to be invalid, the remaining provisions, sections, and subsections of the Agreement shall remain in full force and effect.

XVII. NOTICES

All notices and other communications required to be given hereunder by the Tribe and the State shall be deemed to have been duly given when delivered in person or posted by United States certified mail, return receipt requested, with postage prepaid, addressed as follows:

A. If to the Tribes:

President
Fort Belknap Community Council
RR #1, Box 66
Fort Belknap Agency
Harlem, MT 59526

B. If to the State:

Governor
State of Montana
State Capitol
P. O. Box 200801
Helena, MT 59620-0801

or to such other address or addresses as either the Tribe or the State may from time to time designate in writing.

This Agreement consists of ten (10) pages and Appendix A.

GROS VENTRE AND ASSINIBOINE TRIBES OF THE FORT BELKNAP INDIAN RESERVATION

Julia Doney

Julia Doney, President
Fort Belknap Community Council

Date: Aug 23, 2007

STATE OF MONTANA

Brian Schweitzer
Governor

Date: _____

Approved pursuant to § 18-11-105, MCA

Mike McGrath
Attorney General

Date: 9/10/07

UNITED STATES DEPARTMENT OF THE INTERIOR

ACTING Deputy Assistant Secretary
Policy and Economic Development

Date: 11/9/07