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 FORT MCDOWELL YAVAPAI NATION AND THE STATE OF ARIZONA

Consistent with the Compact and A.R.S. § 5-601.02(C), the Fort McDowell Yavapai 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 Fort McDowell Yavapai 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: _____
Dr. Clinton M. Pattea, President
Fort McDowell Yavapai Nation

DATE: _____

By: _____
Janet Napolitano, Governor
State of Arizona

DATE: 1-12-09

ATTESTED TO:

ARIZONA SECRETARY OF STATE

By: _____ DATE: 1-14-09
Janice K. Brewer
Arizona Secretary of State

APPROVED:

By: _____ DATE: FEB 23 2009
George T. Skibine
Deputy Assistant Secretary
for Policy and Economic Development
Office of the Assistant Secretary - Indian Affairs

ATTACHMENT 1
Agreement to Amend Compact

Section 2. Definitions

* * *

(n) "Gaming Facility" means the buildings or structures in which Class III Gaming, as authorized by this Compact, is conducted. **The State Gaming Agency, the Tribal Gaming Office and the Tribe shall engage in a case-by-case analysis of each Gaming Facility project and may document the borders of the Gaming Facility in a written agreement. Where there are multiple buildings or structures housing Class III Gaming at a single gaming site or resort, each of the buildings or structures in which Class III Gaming is conducted will be considered part of a single Gaming Facility.**

ATTACHMENT 2
Agreement to Amend Compact

SECTION 4. TRIBAL-STATE LICENSING AND CERTIFICATION REQUIREMENTS

* * *

(d) Manufacturers and Distributors of Gaming Devices and Suppliers of Gaming Services. Each Manufacturer and Distributor of Gaming Devices, and each Person providing Gaming Services, within or without the Gaming Facility, shall be licensed by the Tribal Gaming Office and shall be certified by the State Gaming Agency prior to the sale or lease of any Gaming Devices or Gaming Services. The Tribe shall provide to the State Gaming Agency a list of the names and addresses of all vendors providing Gaming Services on a periodic basis at the time of the meetings required pursuant to Section 6(h) of this Compact. Utility companies that are the sole available source of any particular service to a Gaming Facility are not required to be certified. A vendor licensed and regulated by another governmental agency may submit a supplement to the application on file with the other agency. ~~The State Gaming Agency may waive the requirement that a vendor be certified if it determines that certifying the vendor is not necessary to protect the public interest.~~ **The Tribal Gaming Office and the State Gaming Agency may waive the requirement that vendors be certified and/or licensed if they mutually agree that certifying and/or licensing the vendor is not necessary to protect the public interest.**

ATTACHMENT 3
Agreement to Amend Compact

Section 5(i) Duration and Renewal of Tribal Licenses and State Certification. Any Tribal license or State Certification shall be effective for one (1) year from the date of issuance, except that**: (1)** Tribal licenses and State Certifications for Management Contractors, financiers, Manufacturers and Distributors of Gaming Devices, and Persons providing Gaming Services, shall be effective for two (2) years from the date of issuance**; and (2) Tribal licenses for Gaming Employees who are not required to have State Certification or recommendation under Section 4(b) because they occupy one of the positions in Sections 4(b)(1) through (9) and do not have access to secure areas as described in that Section shall be effective for two (2) years from the date of issuance**. A licensed or certified employee or Person that has applied for renewal may continue to be employed or engaged under the expired license or State Certification until action is taken on the renewal Application by the Tribe or Tribal Gaming Office, as applicable, or the State Gaming Agency. Applicants for renewal of a license or certification shall provide updated material as requested, on the appropriate renewal forms, to both the Tribe or Tribal Gaming Office, as applicable, and the State Gaming Agency, consistent with the provisions of Section 5(a), but shall not be required to resubmit historical data already available to the Tribe or Tribal Gaming Office, or the State Gaming Agency. Additional background investigations shall not be required of Applicants for renewal unless new information concerning the Applicant's continuing eligibility for a license or a State Certification is discovered.

Section 5(n) Temporary Certification.

(1) **By the close of the State Gaming Agency's next business day following its receipt of a complete Application for State Certification of a Gaming Employee, the State Gaming Agency shall issue a temporary certification to the Applicant unless the State Gaming Agency has a good faith basis to believe that the person may not qualify for State certification under Compact Section 5(f). If the Tribe or Tribal Gaming Office, as applicable, does not receive a response from the State Gaming Agency regarding the approval or denial of the Applicant's temporary certification by the close of the next business day following the receipt of a complete Application for State Certification then the Applicant's temporary certification shall be deemed approved by the State Gaming Agency. The results of a State Gaming Agency background investigation shall not be required prior to the issuance of a temporary certification. The temporary certification shall become void and be of no effect upon either the issuance of a State Certification or upon the issuance of notice of denial, in accordance with the provisions of this Compact.**

(2) **With respect to vendors, w**~~W~~ithin twenty (20) days of the receipt of a complete Application for State Certification, ~~and upon request of the Tribe or Tribal Gaming Office, as applicable,~~ the State Gaming Agency shall issue a temporary certification to the Applicant unless the ~~background investigation undertaken by the~~ State Gaming Agency ~~discloses that the Applicant has a criminal history, or unless other grounds sufficient to disqualify the Applicant pursuant to subsection f of this Section are apparent on the face of the Application~~ **has a good faith basis to believe that the Applicant may not qualify for State certification**

under Compact Section 5(f). The temporary certification shall become void and be of no effect upon either the issuance of a State Certification or upon the issuance of notice of denial, in accordance with the provisions of this Compact.

SECTION 3. NATURE, SIZE AND CONDUCT OF CLASS III GAMING

* * *

(m) Wager Limitations.

(1) For Gaming Devices. The maximum Wager authorized for any single play of a Gaming Device is twenty five dollars ($25.00).

(2) For blackjack. The maximum Wager authorized for any single initial Wager on a hand of blackjack by each individual player shall be (A) ~~five hundred~~ **one thousand** dollars ($~~5~~**10**00.00) at up to ten (10) Card Game Tables per Gaming Facility, and (B) ~~two~~**five** hundred~~ and fifty~~ dollars (~~$250~~**$500**.00) for all other Card Game Tables in a Gaming Facility. The foregoing maximum Wager limits shall apply to each subsequent Wager that an individual player shall be entitled to make on the same hand as the result of "splits" and/or "doubling down" during the play of such hand. **Individual players shall not be permitted to play blackjack at more than three player positions simultaneously.**

(3) For poker. The Wager limits for a hand of poker shall be (A) ~~$75.00/$150~~**$500**.00 at up to ten (10) Card Game Tables per Gaming Facility, and (B) ~~$20.00/$40~~**$250**.00 for all other Card Game Tables in a Gaming Facility.

(4) Periodic increases in Wager limitations. During the term of this Compact, the Wager limitations set forth in this Section 3(m) shall each be automatically increased (but not decreased) without the need to amend this Compact on each five-year anniversary of the Effective Date to an amount equal to the Wager limitations specified in Sections 3(m)(1), (2) and (3) multiplied by the CPI Adjustment Rate (with all amounts rounded up to the ~~next whole dollar).~~**nearest $5.00 increment.** The Tribe will notify the State Gaming Agency of such Wager limitation adjustments as soon as reasonably possible after the CPI Adjustment Rate has been determined.

ATTACHMENT 5
Agreement to Amend Compact

SECTION 3. NATURE, SIZE AND CONDUCT OF CLASS III GAMING

* * *

(d) Transfer of Gaming Device Operating Rights.

(1) Transfer requirements. During the term of this Compact, the Tribe may enter into a Transfer Agreement with one or more Indian tribes to acquire Gaming Device Operating Rights up to the Tribe's number of Additional Gaming Devices or to transfer some or all of the Tribe's Gaming Device Operating Rights up to the Tribe's Current Gaming Device Allocation, except that if the Tribe is Navajo Nation, then the Tribe may transfer only up to 1400 Gaming Devices of its Current Gaming Device Allocation. The Tribe's acquisition or transfer of Gaming Device Operating Rights is subject to the following conditions:

* * *

(B) Forbearance Agreement. If the Tribe enters into a Transfer Agreement to transfer some or all of its Gaming Device Operating Rights the Tribe shall also execute a Forbearance Agreement with the State. The Forbearance Agreement shall include:

* * *

(ii) An agreement by the Tribe to reduce its Gaming Facility allocation during the term of the Transfer Agreement as follows:

* * *

d. If the Tribe is the Navajo Nation, then the Tribe's Gaming Facility allocation shall be ~~two (2), even~~ **reduced by one (1) if, pursuant to Section 3(d)(2) of this Compact, the Tribe transfers from 1 to 475 Gaming Device Operating Rights, and by an additional one (1)** if the Tribe transfers ~~up~~ **from 476** to 1400 Gaming Device Operating Rights.

* * *

(12) Transfer and acquisition of pooled Gaming Devices.

(A) The Tribe is authorized to join with other Indian tribes to periodically establish a pool to collect Gaming Device Operating Rights from Indian tribes that desire to transfer Gaming Device

Operating Rights and transfer them to Indian tribes that desire to acquire Gaming Device Operating Rights. If the Tribe is operating all of its Current Gaming Device Allocation and, after making reasonable efforts to do so, the Tribe is not able to acquire Additional Gaming Devices pursuant to an agreement described in section 3(d)(2), the Tribe may acquire Additional Gaming Devices up to the number specified in the Table for the Tribe from a transfer pool under procedures agreed to by Indian tribes participating in the transfer pool and the State. **The procedures shall provide a meaningful opportunity for each Tribe with a Compact and the ability to acquire or transfer Gaming Device Operating Rights to participate in the transfer pool.**

(B) The Tribe and the State are authorized to establish a pooling mechanism, under procedures agreed to by the Tribe and the State, by which the rights to operate Gaming Devices that are not in operation may be acquired by an Indian tribe through an agreement with the State. If the Tribe is operating all of its Current Gaming Device Allocation and, after making reasonable efforts to do so, the Tribe is not able to acquire Additional Gaming Devices pursuant to an agreement described in Section 3(d)(2) or from any transfer pool established pursuant to Section 3(d)(12)(A) within 90 days after the opening of a transfer pool established pursuant to Section 3(d)(12)(A), the Tribe may acquire Additional Gaming Devices from the State up to the number specified in the Table for the Tribe at a price that is at least one hundred percent (100%) of the highest price paid to date for the transfer of at least one hundred (100) Gaming Device Operating Rights for a term of at least five (5) years. The monies paid by an Indian tribe to acquire Additional Gaming Devices under an agreement pursuant to this Section 3(d)(12)(B) shall benefit Indian tribes that have the right to operate Gaming Devices that are eligible to be transferred and are not in operation. The State shall provide Indian tribes that are eligible to enter into an agreement with the State pursuant to this Section 3(d)(12)(B) the opportunity to participate in the pool pursuant to the procedures agreed to by the Tribe and the State. **The procedures shall provide a meaningful opportunity for each Tribe with a Compact and the ability to acquire or transfer Gaming Device Operating Rights to participate in the transfer pool.**

(C) Prior to agreeing to any procedures with any Indian tribe pursuant to Sections 3(d)(12)(A) or (B), the State shall provide notice to the Tribe of the proposed procedures.

(D) The provisions of Sections 3(d)(1)(B)(ii) and 3(d)(1)(E) shall not apply to the transfer of gaming devices pursuant to Sections 3(d)(12)(A) or (B).

ATTACHMENT 6
Agreement to Amend Compact

Section 12(e) Contribution Schedule.

(1) Tribal contributions **made to the Arizona Benefits Fund** pursuant to Section 12(~~b~~**c**) shall be paid quarterly to the State Gaming Agency~~, other than the amounts distributed or deposited to benefit cities, towns and counties under Section 12(d)~~. The contributions shall be calculated based on the Tribe's Class III Net Win for each quarter of the Gaming Facility Operator's fiscal year. Contributions shall be made no later than twenty-five (25) days after the last day of each fiscal quarter.

(2) ~~At the time each quarterly contribution is made, the Tribe shall submit to the State Gaming Agency a report indicating the~~ **Tribal contributions made pursuant to Section 12(d) shall be transmitted or sent from the Tribe to the recipient no later than sixty (60) days after the last day of the Gaming Facility Operator's fiscal year. The contributions shall be calculated based on the Tribe's** Class III Net Win ~~by~~ **for the** Gaming ~~Activity for the quarter, and the amounts paid under Sections 12(c) and (d)~~ **Facility Operator's fiscal year. Any contributions not transmitted or sent to a recipient by the end of the sixty (60) day period shall be immediately deposited to the Commerce and Economic Development Commission Local Communities Fund.**

(3) . . .

ATTACHMENT 7
Agreement to Amend Compact

Section 7(g) Compact Compliance Review. The State Gaming Agency is authorized to conduct an annual, comprehensive Compact compliance review of the Gaming Operation, Gaming Facilities, and the Gaming Activities of the Gaming Facility Operator to monitor compliance with this Compact, any amendments or appendices to this Compact, and other agreements relating to this Compact. **The State Gaming Agency shall submit a preliminary Compact compliance review report to the Tribal Gaming Office which notes any potential compliance issues. The Tribal Gaming Office shall respond in writing to those potential compliance issues within thirty (30) days of receipt of the report. Upon receipt of the response and prior to the issuance of the final report, the State Gaming Agency and the Tribal Gaming Office shall meet and in good faith attempt to resolve those potential compliance issues, and may include the Gaming Facility Operator in the meeting, if applicable. The State Gaming Agency shall submit its final Compact compliance review report no earlier than sixty (60) days after issuing its preliminary report. Within sixty (60) days of the State Gaming Agency's submission of its final report, the Tribe shall submit a written compliance plan and timeline for addressing the issues identified in the final report. Within thirty (30) days of the Tribe's submission of a compliance plan and timeline, the Tribal Gaming Office and the State Gaming Agency shall meet and in good faith attempt to agree upon the written compliance plan and timeline. If the Tribal Gaming Office and the State Gaming Agency fail to reach agreement on the compliance plan and timeline or if a dispute remains concerning any of the issues identified in the State Gaming Agency's final report, then the Tribe shall provide notice of dispute under Section 15. If the State Gaming Agency determines that the compliance plan and timeline have not been implemented as agreed, then the State shall provide notice of dispute under Section 15. All documents and information provided pursuant to this subsection shall be kept confidential pursuant to the provisions of Section 7(b) of the Compact.**

ATTACHMENT 8
Agreement to Amend Compact

Section 3(d)(8) Agreed upon procedures report. The Tribe agrees to provide to the State Gaming Agency, either separately or with the other party to the Transfer Agreement, an agreed upon procedures report from an independent Certified Public Accountant. The procedures to be examined and reported upon are whether payments made under the Transfer Agreement were made in the proper amount, made at the proper time, and deposited in an account of the Indian tribe transferring Gaming Device Operating Rights. **To comply with this reporting requirement, if the Tribe acquires Gaming Device Operating Rights under a Transfer Agreement, the acquiring Tribe shall submit its agreed upon procedures report to the State Gaming Agency, with a copy to the transferring tribe, within 180 days after each fiscal year end for the Tribe's Gaming Operation. If the Tribe transfers Gaming Device Operating Rights under a Transfer Agreement, the transferring Tribe may comply with this reporting requirement by either: (A) submitting its agreed upon procedures report to the State Gaming Agency within 180 days after the fiscal year end for the acquiring Tribe's Gaming Operation; (B) jointly submitting an agreed upon procedures report with the acquiring Tribe to the State Gaming Agency within 180 days after the fiscal year end for the acquiring Tribe's Gaming Operation; or (C) within 45 days after receipt of the acquiring Tribe's procedures report, providing the State Gaming Agency a written acknowledgment certifying that the information in the acquiring Tribe's agreed upon procedures report is correct and that all payments were deposited in an account of the transferring Tribe.**

ATTACHMENT 9
Agreement to Amend Compact

Section 6(g) Reporting to State Gaming Agency. Within forty-eight (48) hours of the time a violation or suspected violation is reported and within seventy-two (72) hours of the time an unusual occurrence is reported, the Tribal Gaming Office shall notify the State Gaming Agency. **During and u**~~U~~pon completion of any investigation of an unusual occurrence or a violation or suspected violation, the Tribal Gaming Office shall provide **access to and** copies of its investigative **file** ~~report~~ to the State Gaming Agency~~, if such disclosure will not compromise on-going law enforcement investigations or activities~~ **pursuant to the memorandum of understanding on information sharing entered into between the Tribe and the State**. In order to efficiently and effectively regulate and monitor Gaming Activity, the Tribal Gaming Office and the State Gaming Agency will enter into a memorandum of understanding calling for the sharing of investigatory files, including at a minimum files for Persons licensed and/or certified pursuant to Section 4 and the records required to be kept pursuant to Section 6(e), and agreeing upon the procedure for processing fingerprints, the confidentiality of records, and the process for reporting unusual occurrences and violations of the Compact's appendices.