

for unavoidable loss of suitable upland habitat by the funding of an appropriate mitigation project through a Service-approved third party mitigation and conservation account.

Preliminary Determinations

The Service has made preliminary determinations that issuance of these incidental take permits is neither a major Federal action that will significantly affect the quality of the human environment within the meaning of section 102(2)(C) of the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq.*), nor will they individually or cumulatively have more than a negligible effect on the species covered in the HCPs. The Service considers the impacts of the La Laguna Los Alamos Project on the California tiger salamander to be minor, as the project includes the permanent protection of 34 acres of suitable, high-quality habitat in a conservation easement. The Service considers the impacts of the Phillips 66 Idle Pipeline 352x4 Abandonment Project on the California tiger salamander to be minor, as the affected area is small (approximately 1.22 acres) and of low habitat quality. Therefore, based on this preliminary determination, both permits qualify for a categorical exclusion under NEPA.

Public Comments

If you wish to comment on the permit applications, draft HCPs, or associated documents, you may submit comments by one of the methods in **ADDRESSES**.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment, including your personal identifying information, may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public view, we cannot guarantee that we will be able to do so.

Authority

We provide this notice under section 10 of the ESA (16 U.S.C. 1531 *et seq.*) and NEPA regulations (40 CFR 1506.6).

Stephen Henry,

Field Supervisor, Ventura Fish and Wildlife Office, Ventura, California.

[FR Doc. 2019-05613 Filed 3-22-19; 8:45 am]

BILLING CODE 4333-15-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[190A2100DD/AAKC001030/
AOA501010.999900253G]

Indian Gaming; Amendment to Class III Gaming Procedures for the Mashantucket Pequot Tribe

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: The notice announces Amendments to the Mashantucket Pequot Tribe Gaming Procedures.

DATES: March 25, 2019.

FOR FURTHER INFORMATION CONTACT: Ms. Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

SUPPLEMENTARY INFORMATION: Under the Indian Gaming Regulatory Act (IGRA), Public Law 100-497, 25 U.S.C. 2701 *et seq.*, upon the occurrence of certain circumstances the Secretary of the Interior (Secretary) shall issue procedures providing for the operation of Class III gaming by an Indian Tribe. On May 31, 1991, the Secretary published a Notice of Final Mashantucket Gaming Procedures (Procedures) in the **Federal Register**. See 56 FR 24996. On August 2, 2017, the Mashantucket Pequot Tribe (Tribe) submitted proposed amendments to the Tribe's Procedures (Procedures Amendments), along with resolutions of the Connecticut General Assembly, signed by the Governor, indicating the State of Connecticut's (State) support and approval of the Procedures Amendments, as well as proposed amendments to the Tribal-State Memorandum of Understanding (MOU Amendments). The Department did not approve or disapprove the proposed Procedures Amendments or MOU Amendments at that time.

After further consultations with the Tribe, the Assistant Secretary—Indian Affairs publishes this notice that on March 15, 2019, she approved the proposed amendments to the Tribe's Procedures. Additionally, on March 19, 2019, the Assistant Secretary—Indian Affairs approved the Tribal-State MOU dated January 13, 1993, as amended on April 30, 1993, and April 25, 1994, as well as the MOU Amendments submitted on August 2, 2017.

Dated: March 19, 2019.

Tara M. Sweeney,

Assistant Secretary—Indian Affairs.

[FR Doc. 2019-05683 Filed 3-21-19; 11:15 am]

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DEPARTMENT OF THE INTERIOR

Bureau of Safety and Environmental Enforcement

[DOI-2018-0015; 19XE1700DX EECC00000
EX1EX0000.G40000]

Privacy Act of 1974; System of Records

AGENCY: Bureau of Safety and Environmental Enforcement, Interior.

ACTION: Rescinding of a system of records notice.

SUMMARY: The Department of the Interior, Bureau of Safety and Environmental Enforcement is issuing a public notice of its intent to rescind the Privacy Act system of records notice, INTERIOR/MMS-12, Lessee/Operator Training Files from its existing inventory. The Lessee/Operator Training Files system of records was managed by the former Minerals Management Service in accordance with the Well Control and Production Safety Training regulation. Under this regulation, the Minerals Management Service accredited institutions to train lessee and operator personnel and to certify that they were competent and safe to work on the Outer Continental Shelf. Revisions to the regulation in October 2000 eliminated requirements for the Minerals Management Service to accredit institutions and for those institutions to provide copies of training certificates on individuals to the Minerals Management Service. The materials associated with these eliminated requirements were the subject matter of the relevant system of records. Subsequently, upon the dissolution of the Minerals Management Service, the responsibility for this system of records was transferred to the Bureau of Safety and Environmental Enforcement, which is now formally rescinding the INTERIOR/MMS-12, Lessee/Operator Training Files system of records notice.

DATES: These changes take effect upon publication.

ADDRESSES: You may submit comments, identified by docket number [DOI-2018-0015], by any of the following methods:

- *Federal e-Rulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MASHANTUCKET PEQUOT TRIBE
AND
THE STATE OF CONNECTICUT

The State of Connecticut (the "State") and the Mashantucket Pequot Tribe (the "Tribe") entered into a Memorandum of Understanding on January 13, 1993, as amended on April 30, 1993 and April 25, 1994 (the "MOU"), to set forth certain matters regarding implementation of the final Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991) (the "Procedures"); and

The State and the Tribe wish to confirm that the enactment of any State law to authorize a business entity jointly and exclusively owned by the Mohegan Tribe of Indians of Connecticut (the "Mohegan Tribe") and the Mashantucket Pequot Tribe (together, the "Tribes") to own and operate a commercial casino gaming facility shall not affect the rights and responsibilities of the Tribe or the State under the MOU or any benefits derived by any party therefrom.

1. The Tribe and the State hereby agree that a change in State law to authorize the operation of any video games of chance or other commercial casino games for any purpose by a business entity jointly and exclusively owned by the Tribes shall not affect the parties' rights and obligations under the MOU, including the Tribe's obligation to contribute a percentage of the gross operating revenues of video facsimile games to the State as provided in the MOU.

Accordingly, the parties agree to amend Paragraph 1 of the MOU to read:

In full settlement and satisfaction of certain controversies which have arisen between the parties hereto concerning the effect of the Procedures on the operation of electronic lottery devices and other video facsimiles (as defined in the Procedures), the State and the Tribe agree that, subject to all of the terms and conditions herein, the moratorium imposed by section 15(a) of the Procedures on the operation by the Tribe of video facsimile games shall be suspended and, so long as the Tribe complies with the terms and conditions of this Memorandum of Understanding, the Tribe may operate video facsimiles ("video facsimiles") as defined in section 2(cc) of the Procedures, subject to the requirements of section 7(c) of the Procedures and the Technical Standards for Video Facsimile Games as set forth in section 31 of Appendix A of the Procedures. The Tribe agrees that, so long as no change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe

and no other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe lawfully operates video facsimiles or other commercial casino games, the Tribe will contribute to the State a sum (the "Contribution") equal to twenty five percent (25%) of gross operating revenues of video facsimile games operated by the Tribe. For purposes of this paragraph, gross operating revenues shall be defined to mean the total sum wagered less amounts paid out as prizes. The Contribution shall be payable on or before the fifteenth day of each month in an amount equal to: (i) twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the portion of the fiscal year of the State concluding on the last day of the preceding calendar month, or, on July 15th of each year, twenty five percent (25%) of the gross operating revenues of the Tribe from the operation of video facsimiles during the preceding fiscal year of the State, less (ii) the cumulative Contribution paid by the Tribe prior to such date with respect to the operation of video facsimiles during the applicable fiscal year of the State, including any Minimum Contribution paid by the Tribe pursuant to paragraph (2) below. The Tribe shall provide the State with detailed reporting of the gross operating revenues of video facsimile devices and the determination of the Contribution hereunder which shall be subject to audit by the State in accordance with the provisions of the Procedures. Upon any failure by the Tribe to satisfy its obligations to the State hereunder, this Memorandum of Agreement shall cease to be of any force or effect and the moratorium established pursuant to section 15(a) of the Procedures shall without any requirement for further action by either party be in full force and effect in accordance with its terms.

2. The parties hereby agree to amend Paragraph 3 of the MOU to read:

It is understood and agreed by the parties that this agreement constitutes an accommodation by both the State and the Tribe in order to satisfy their respective interests and to resolve the matters addressed by section 15(a) of the Procedures in an orderly and non-adversarial manner, and does not constitute an admission or concession by either the State or the Tribe as to any legal or factual questions which might otherwise arise pursuant to section 15(a) of the Procedures. The Tribe agrees that so long as no change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe and no other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not assert the right to operate video facsimile games except in accordance with this Memorandum of Understanding. In the event that any change in State law is enacted to permit the operation of video facsimiles or other commercial casino games by any ~~other person~~ other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe or any other person within the State other than a business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe lawfully operates video facsimile games or other commercial casino games, the Tribe shall not be bound by the provisions of this Memorandum of Understanding so long as it does not claim any right to operate video facsimile games by virtue of this Memorandum of Understanding, but the Tribe may thereupon assert any rights which it may otherwise have under the Procedures; provided, however, that in such event neither party shall be bound by any of the provisions hereof nor shall either party be barred from taking any position inconsistent with this Memorandum of Understanding; and further

provided, that in the event that the Mohegan Tribe lawfully operates video facsimile games or other commercial casino games under the provisions of the Indian Gaming Regulatory Act, the Tribe shall not thereby be relieved of its obligations hereunder but shall, subject to the provisions of paragraph (4) hereof, continue to be bound by the provisions of this Memorandum of Understanding so long as the Mohegan Tribe makes a contribution to the State with respect to its operation of video facsimile games which is at least equivalent to that required pursuant to the Memorandum of Understanding of even date entered into between the Mohegan Tribe and the State as appended hereto as an Exhibit. Nothing contained in this Memorandum of Understanding shall be utilized under any circumstances as evidence by either the State or the Tribe as to the intent of the Procedures or the effect of any provision of the Procedures or of any State or Federal law or regulation.

3. The Tribe and the State agree to add the following as a new Paragraph 5 to the MOU:

5. For purposes of this Memorandum of Understanding, "business entity jointly and exclusively owned by the Tribe and the Mohegan Tribe" means an entity owned exclusively by the Tribe and the Mohegan Tribe in which the Tribe and the Mohegan Tribe each maintain an equity ownership interest of not less than twenty-five (25) percent and includes any gaming services licensee engaged by such entity for the purpose of, and only to the extent such licensee is, operating video facsimiles or other commercial casino games on such entity's behalf.

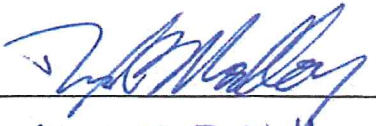
4. The Tribe and the State agree that the amendments to the MOU shall only be effective if:

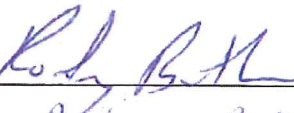
- a. The Mohegan Tribe has authorized and entered into an agreement with the State in substantially the same form hereof ("Mohegan Agreement");
- b. The Tribe has adopted a tribal council resolution authorizing the execution of this agreement and the amendments to the MOU herein;
- c. The General Assembly of the State has approved this agreement to amend the MOU and the Mohegan Agreement under C.G.S. Section 3-6c; and
- d. The Mohegan Agreement and this agreement are approved or deemed approved by the United States Secretary of the Interior pursuant to the Indian Gaming Regulatory Act and its implementing regulations.

5. Except as modified by this agreement, the MOU remains in full force and effect.

STATE OF CONNECTICUT

MASHANTUCKET PEQUOT TRIBE

By: 
Name: Daniel P. Malloy
Title: Governor of Connecticut
Date: July 20, 2017

By: 
Name: Rodney Butler
Title: Chairman
Date: 7/20/17