MAY 28 2013

Honorable Diane Enos
President, Salt River Pima-Maricopa Indian Community
10005 East Osborn Road
Scottsdale, Arizona 85256

Dear President Enos:

On April 11, 2013, we received an Agreement to Amend the Compact (Amendment) between the Salt River Pima-Maricopa Indian Community and the State of Arizona. We have completed our review of the Amendment and we conclude that it does not violate the Indian Gaming Regulatory Act (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.

25 U.S.C. § 2710(d)(8)(B). When we review a tribal-state compact or amendment submitted under IGRA, we look to whether the provisions fall within the scope of categories prescribed at 25 U.S.C. § 2710(d)(3)(c). IGRA strictly limits the provisions of a gaming compact to several very specifically identified subjects and other "subjects that are directly related to the operation of gaming activities." See § 2710(d)(3)(c)(vii).

In light of this requirement, we wish to express one concern and express our understanding of the scope of our authority and the lawful scope of the Compact. Section 2(n) of the Compact defines "Gaming Facility" as "the buildings or structures in which Class III Gaming, authorized by this Compact, is conducted" but the amendment specifies that the State and the Tribe will engage in a case-by-case analysis of each Gaming facility project and may document the borders of the gaming facility. The amendment permits multiple buildings or structures housing class III gaming at a single site to be classified as a single gaming facility.

Because IGRA is very specific about the reach of a lawful compact, we interpret this definition provision as applying only to spaces in which gaming actually takes place, to spaces in which gaming-related funds or devices are kept, to spaces in which other activities directly related to gaming occur, and to spaces occupied or frequented by employees who work physically within the gaming operation. The definition does not apply to hotel rooms and other non-public hotel-related spaces, such as hotel laundries and linen storage rooms, or other areas occupied and used exclusively by hotel guests, chambermaids and other non-gaming-related hotel-service employees. Similarly, the definition will not apply to businesses or amenities that are ancillary to gaming activities, such as conference centers, restaurants, spas, golf courses, recreational vehicle parks, water parks, and marinas. While these businesses may often be located near or adjacent to tribal gaming facilities, they ordinarily are not "directly related to the operation of gaming activities" and therefore not subject to regulation through a tribal-state compact. It is with this understanding that we offer our approval of the Amendment.
Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment. 25 U.S.C. § 2710(d)(8)(A). This Amendment shall take effect when the notice of this approval is published in the Federal Register. 25 U.S.C. § 2710(d)(3)(B).

Sincerely,

[Signature]

Kevin K. Washburn
Assistant Secretary – Indian Affairs

Enclosure

Identical Letter Sent to: Honorable Janice K. Brewer
Governor of Arizona
Phoenix, AZ 85007
AGREEMENT TO AMEND COMPACT
BETWEEN THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
AND THE STATE OF ARIZONA

Consistent with the Compact and A.R.S. § 5-601.02(C), the Salt River Pima-Maricopa Indian Community (the “Tribe”) and the State of Arizona (the “State”) hereby enter into the following Agreement to Amend Compact (the “Agreement”) this 1st day of August, 2012.

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 Salt River Pima-Maricopa Indian Community - 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
(I) 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 President 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:  
Diane Enos, President  
Salt River Pima-Maricopa Indian Community  

DATE: 9/27/12

By:  
Janice K. Brewer, Governor  
State of Arizona  

DATE: 12/17/2012

ATTESTED TO:

ARIZONA SECRETARY OF STATE  

By:  
Ken Bennett  
Arizona Secretary of State  

DATE: 12/19/12

APPROVED:

By:  
DATE: May 28 2013  
ASSISTANT SECRETARY – INDIAN AFFAIRS