



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

JULY 07 2017

The Honorable Edward D. Manuel
Chairman, Tohono O'odham Nation of Arizona
P.O. Box 837
Sells, Arizona 85634

Dear Chairman Manuel:

On May 23, 2017, the Department of the Interior received the Agreement to Amend Compact between the Tohono O'odham Nation of Arizona (Tribe) and the State of Arizona (Amendment) providing for the conduct of Class III Gaming by the Tribe.

We have completed our review of the Amendment and 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. *See* 25 U.S.C. § 2710(d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Amendment. *See* 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*. *See* 25 U.S.C. § 2710(d)(3)(B).

A similar letter is being sent to the Honorable Douglas Ducey, Governor of the State of Arizona.

Sincerely,

Michael S. Black
Acting Assistant Secretary - Indian
Affairs

Enclosure

EXHIBIT A

AGREEMENT TO AMEND COMPACT BETWEEN THE TOHONO O'ODHAM NATION AND THE STATE OF ARIZONA

Consistent with the Compact and Title 5, Chapter 6 of the Arizona Revised Statutes, the Tohono O'odham 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 May, 2017.

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 provides that Class III Gaming Activities on the Indian Lands of a tribe will be conducted pursuant to a tribal-state compact negotiated between the tribe and the state in which it is located; 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 Tohono O'odham Nation – State of Arizona Gaming Compact" (as amended, the "Compact"); and

WHEREAS, the Tribe and the State desire once again 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

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

- (a) Section 3(e)(1) – Number of Card Game Tables (attachment 1);
- (b) Section 3(f) – Number of Keno Games (attachment 2); and
- (c) Sections 3(j)(1) – Location of Gaming Facility (attachment 3).

2. The deletions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the three (3) attached Compact provisions

referenced in paragraph one (1) of this Agreement (which are incorporated herein by this reference) with a strikeout.

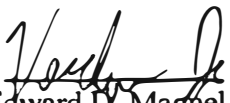
3. The additions to Compact language agreed upon by the Tribe and the State by operation of this document are shown in the three (3) attached Compact provisions referenced in paragraph one (1) of this Agreement by being underlined.

4. 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 Tribe and the State.

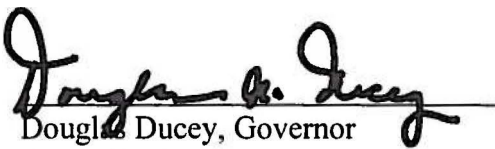
5. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States, and the Tribe and the State.

6. This Agreement is executed in three original documents: one shall be maintained by the Chairperson/President/Governor 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.

7. 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.

By: 
Edward D. Marmel, Chairman
Tohono O'odham Nation

Date 5/17/17

By: 
Douglas Ducey, Governor
State of Arizona

DATE:

ATTESTED TO:

ARIZONA SECRETARY OF STATE

By: 
Michele Reagan Arizona
Secretary of State

DATE: 5-19-17

APPROVED:

SECRETARY OF THE

INTERIOR

By:

DATE:

ATTACHMENT 1 Agreement
to Amend Compact

SECTION 3(e)(1). Number of Card Game Tables. Number of Card Game Tables; number of players per game. Subject to the terms and conditions of this Compact, the Tribe is authorized to operate up to seventy-five (75) Card Game Tables within each Gaming Facility that is located more than forty (40) miles from any municipality with a population of more than four hundred thousand (400,000) Persons; and up to one hundred (100) Card Game Tables within each Gaming Facility that is located within forty (40) miles of a municipality with a population of more than four hundred thousand (400,000) Persons. In addition to the Card Game Tables authorized in the preceding sentence, the Tribe is authorized to operate poker on an additional five (5) Card Game Tables within each Gaming Facility that is located within forty (40) miles of a municipality with a population of more than four hundred thousand (400,000) Persons. Each blackjack table shall be limited to no more than seven (7) available player positions plus the dealer. Each poker table shall be limited to no more than ten (10) available player positions plus the dealer. The Tribe agrees that it will not operate card games outside of a Gaming Facility.

ATTACHMENT 2 Agreement
to Amend Compact

SECTION 3(f). Number of Keno Games. Subject to the terms and conditions of this Compact, the Tribe is authorized to operate no more than two (2) four (4) Keno games per Gaming Facility.

ATTACHMENT 3
Agreement to Amend Compact

SECTION 3(j)(1). Location of Gaming Facility.

(iii) All Gaming Facilities shall be located on the Indian Lands of the Tribe. All Gaming Facilities of the Tribe shall be located not less than one and one-half (1/2) miles apart unless the configuration of the Indian Lands of the Tribe makes this requirement impracticable. The Tribe shall notify the State Gaming Agency of the physical location of any Gaming Facility a minimum of thirty (30) days prior to commencing Gaming Activities at such location. Gaming Activity on lands acquired after the enactment of the Act on October 17, 1988 shall be authorized only in accordance with 25 U.S.C. § 2719.

(ii) The Tribe shall not engage in, or authorize any person or entity to engage in, any Gaming Activity within the area located within Maricopa County or Pinal County, Arizona, that is north of latitude 33 degrees. 5 minutes. 13 seconds north. east of longitude 113 degrees. 20 minutes. 0 seconds west, and west of longitude 110 degrees. 50 minutes. 45 seconds west, using the NED 1983 State Plane Arizona FOPS 0202 coordinate system (*the "Geographical Area"*).

(iii) Notwithstanding the limitation set forth in Section 3(j)(1)(ii). the Tribe shall be authorized to operate a maximum of one (1) Gaming Facility allocated to it under this Compact on the approximately 53.54 acres of land located in Maricopa County, Arizona, near the city of Glendale, taken in trust for the benefit of the Tribe by the Secretary of the Interior on or about July 7, 2014 (*the "West Valley Trust Land"*). After the Secretary of the Interior takes the additional approximately 81.34 acres of land currently owned by the Tribe adjacent to the West Valley Trust Land (*the "West Valley Adjacent Land"*) into trust for the benefit of the Tribe. the Tribe may operate such Gaming Facility anywhere on the 134.88 acres comprising the West Valley Trust Land and the West Valley Adjacent Land.

(iv) In the event another Indian tribe initiates the operation of a Gaming Facility on land that was not Indian Lands on February 5, 2003 and is land that is located within the Geographical Area. then the limitation set forth in Section 3(j)(1)(ii) shall be of no further force and effect as to the Tribe: nothing in this provision shall be deemed an agreement by the State or the Tribe that any Indian tribe may operate a Gaming Facility on land in the Geographical Area that was not Indian Lands on February 5, 2003. except as authorized in Section 3(j)(1)(iii).

(v) If the Tribe desires to operate a Gaming Facility on land (*other* than the West Valley Trust Land or the West Valley Adjacent Land) that was not Indian Lands held in trust on February 5, 2003 and the land is within the Geographical Area described above, the Tribe and State. recognizing that there are unique circumstances and conditions that are often implicated by gaming on such lands, shall attempt in good faith to negotiate an amendment to this Compact; for the avoidance of doubt, it shall not be a breach of this Compact if agreement on an amendment cannot be reached.