



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

FEB 24 2026

The Honorable Cody J. Martinez
Chairman, Sycuan Band of the
Kumeyaay Nation
1 Kwaaypaay Court
El Cajon, California 92019

Dear Chairman Martinez:

On October 14, 2025, the Office of Indian Gaming received for review and approval the First Amendment to the Tribal-State Compact between the State of California (State) and Sycuan Band of the Kumeyaay Nation (Tribe) (Amendment). The Amendment reflects an agreement between the Tribe and the State to remove certain provisions identified in the United States Court of Appeals for the Ninth Circuit's *Chicken Ranch* decision as violating IGRA's permissible scope for a gaming compact.¹ The Amendment also extends the Tribe's existing compact (2015 Compact) to December 31, 2060.

Under the Indian Gaming Regulatory Act (IGRA),² the Secretary of the Interior (Secretary) may approve or disapprove a compact within 45 days of its submission. 25 U.S.C. § 2710(d)(8). If the Secretary does not affirmatively approve or disapprove the compact within 45 days, IGRA provides that the compact is considered to have been approved by the Secretary by operation of law, "but only to the extent that the compact is consistent with the provisions of [IGRA]." *Id.* No action was taken on the Amendment within 45 days of its submission. As a result, the Amendment is "*considered to have been approved by the Secretary, but only to the extent [it] is consistent with the provisions of [IGRA].*" *Id.* (emphasis added). The Amendment takes effect when notice of approval is published in the *Federal Register*, as required by 25 U.S.C. § 2710(d)(8)(D).

The Amendment was received during the 2025 Federal Government shutdown, which prevented substantive work on the Amendment during the first 30-days of the review period. For example, the Office of Indian Gaming, if it had sufficient time, would have sought additional information from the Tribe and the State on the Covenants Not to Sue. The plain language of each covenant is facially problematic. For the reasons outlined below, these provisions are inconsistent with IGRA.

The Amendment adds the following language after the last definition at Section 2.30 ("Definition Covenant"):

Covenant Not to Sue to Challenge Certain Provisions

¹ *Chicken Ranch Rancheria of Me-Wuk Indians v. California*, 42 F.4th 1024 (9th Cir. 2022).

² 25 U.S.C. §§ 2701-2721.

During the term of the Compact, to December 31, 2060, as established by this First Amendment to the Compact, neither party shall directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit challenging the enforceability of the foregoing definitions, except as expressly mutually agreed by the Parties, and, in addition, shall not encourage, assist, or cause any person, organization or entity, including, but not limited to, any governmental entity or agency thereof, to do so.

Additionally, the Amendment creates a new provision at Section 4.7 (“SDF/RSTF Covenant”):

Sec. 4.7. Covenant Not to Sue to Challenge Certain Provisions

The Tribe shall not directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit arising from or relating to the validity or enforceability of the Compact’s provisions relating to the Indian Gaming Special Distribution Fund, (sections 4.3 and 4.5), Indian Gaming Revenue Sharing Trust Fund, and the Tribal Nation Grant Fund, (sections 4.5 and 5.0), regardless of any subsequent court or administrative interpretation of the validity of those provisions under IGRA for the duration of the term of this Compact, to December 31, 2060, as established by the First Amendment to the Compact.

Together, it appears that the Definition and SDF/RSTF Covenants each work as a waiver of the Tribe’s rights under IGRA to seek relief in any forum, including Federal court, involving certain aspects of the 2015 Compact, as amended.

Definition Covenant

The Amendment removes a basic Tribal remedy under IGRA protective of its sovereignty and interests that raised the same concern for the Department in 2015, which it found as inconsistent with IGRA.³ This essential unilateral Tribal remedy was highlighted by the Ninth Circuit Court of Appeals in *Chicken Ranch* where multiple Tribes sued the State under IGRA for failing to negotiate over compacts in good faith, as required by the law.⁴ The Department’s regulations governing compact submission and review codify this interpretation of IGRA.⁵

³ See Letter to Cody J. Martinez, Chairman, Sycuan Band of the Kumeyaay Nation, from Kevin Washburn, Assistant Secretary – Indian Affairs (Dec. 17, 2015), announcing the approval by operation of law of the 2015 Compact expressing the Department’s concerns that certain provisions could be misconstrued to allow State regulation of Tribal activities that are not “directly related to the operation of gaming.”

⁴ 25 U.S.C. § 2710(d)(7) (remedial provisions); and 25 U.S.C. § 2710(d)(3)(B) (states must negotiate with tribes in good faith).

⁵ 25 C.F.R. Part 293 (“Regulations”) that “codifies longstanding Departmental policies and interpretation of case law in the form of substantive regulations.” 89 Fed. Reg. 13232, 13233. (Feb. 21, 2024).

Given the removal of the offending terms from Section 2.0., and that the remaining terms appear to comply with IGRA, the Definition n's purpose is unclear beyond its plain language. Absent simultaneous removal of the Definition Covenant, it is also unclear how future compacts or amendments with new terms in Section 2.0 would be affected. Thus, without the concurring consent of the State, the Definition Covenant bars the Tribe from seeking relief altogether.⁶ In our view, the Definition Covenant is inconsistent with IGRA.

SDF/RSTF Covenant

Today's Tribal class III gaming in California traces back to ratification of Proposition 1A by the State's voters and the 1999 model compacts (1999 Compacts) containing the essential bargain that Tribes were granted exclusivity over slots and certain table games in exchange for payments to the SDF and RSTF.⁷ The Tribe operated its class III gaming under the 1999 Compact, as amended in 2007, and the essential bargain continues today in 2015 Compact.⁸ Given this history, the SDF/RSTF Covenant's purpose is unclear beyond its plain language.

Unlike the Definition Covenant, which requires mutual agreement to initiate dispute resolution, the Tribe has waived its right under the 2015 Compact and IGRA to seek declaratory or other relief related to SDF or RSTF payments. This waiver applies even if a Federal court finds that the State violated the common Tribal gaming exclusivity terms in Section 4.6 for another Tribe, or that the SDF and RSTF payments are no longer required. The restriction appears to apply even when the Tribe itself is the plaintiff.⁹

This waiver of the Tribe's rights under the 2015 Compact and IGRA for seeking relief in Federal court from its obligation for continuing SDF and RSTF payments even in the absence of statewide exclusivity "violates the foundation of not only the bargain between Tribes in California and the State when its voters approved the model 1999 Compact as part of Proposition 1 A, but also the underpinnings of the Department's approval of the 1999 Compact [and subsequent amendments or compacts, including the 2015 Compact] for the Tribe and all other compacting Tribes in California."¹⁰ Given our 2024 disapproval of the State's compact with the

⁶ The Definition Covenant requires that it must be "mutually agreed" by the Tribe and State in order to engage in a particular dispute resolution process involving anything in Section 2.0.

⁷ "Passage of this proposition would result in the implementation of tribal-state compacts approved in September 1999—assuming these compacts are approved by the federal government. Under these compacts, the tribes would pay license fees to the state totaling tens of millions of dollars annually. The state could spend this money on Indian gambling regulatory costs, other gambling-related costs, and other purposes (as determined by the Legislature)." Proposition 1A – Gaming on Tribal Lands – Legislative Constitutional Amendment, available at <https://vig.cdn.sos.ca.gov/2000/primary/pdf/1a-20.pdf> (last visited Dec. 16, 2025).

⁸ See generally 2015 Compact at Sections 4.3 (SDF), 5.0 (RSTF), and Section 4.6 (exclusivity).

⁹ The SDF/RSTF Covenant does not prohibit the Tribe from suing over a violation of Section 4.6.

¹⁰ Letter to The Honorable Elizabeth D. Hutchins-Kipp Chairperson, Big Sandy Rancheria of Western Mono Indians, from Bryan Newland, Assistant Secretary – Indian Affairs (Nov. 15, 2024) at p. 3 (disapproving compact as a violation of IGRA because it required revenue sharing without exclusivity). The courts and the Department have long viewed the exclusivity provisions common to Section 4.6 of the 2015 Compact as interdependent with the SDF and RSTF payment obligations contained in Sections 4.3, 4.5, and 5.

Big Sandy Band of Me-Wuk Indians,¹¹ it is notable that the SDF/RSTF Covenant omits any reference to Section 4.6, which addresses Tribal gaming exclusivity. The SDF/RSTF Covenant effectively removes the Tribe's ability to seek judicial relief to suspend its SDF/RSTF payments if its exclusivity is compromised.

Regulations Addressing Dispute Resolution and IGRA's Remedial Provisions

Both IGRA and our Regulations expressly provide that compacts may include dispute resolution provisions.¹² Further, nearly all compacts contain such language as a matter of sound drafting and providing a reliable structure for resolving disputes. In some instances, the provisions look to the compact section where the dispute arose to determine the forum for arbitrating or litigating the matter. But to our knowledge, no approved compact has contained what amounts to a Tribal waiver of its rights under IGRA for seeking relief through arbitration, in federal court, or any other forum.

Nothing in IGRA or its legislative history indicates that Congress envisioned such a scenario, notwithstanding that the law restricted Tribal authority under the Supreme Court's ruling in *Cabazon*.¹³ The IGRA established carefully crafted remedial provisions giving Federal courts jurisdiction in cases where a Tribe alleges that a state has failed to negotiate in good faith over a gaming compact.¹⁴ While the Supreme Court's 1996 *Seminole* decision upended this balance in nearly all states including California, it was restored by California's voters in 1998 through ratification of Proposition 5 and its waiver of the State's sovereign immunity for Tribal enforcement of IGRA's remedial provisions.¹⁵

While imperfect, in many ways California is an example of Congress's intent for IGRA's balancing of Tribal, state, and Federal interests in regulating class III gaming on Indian lands. For over 20 years, California federal courts and the Court of Appeals for the Ninth Circuit have presided over cases arising under IGRA's remedial provisions. More often than not, the courts have rejected the State's expansive views of its role under IGRA.¹⁶ This has been particularly true for cases involving IGRA's language stating that compacts may include "any other subjects that are directly related to the operation of gaming activities."¹⁷

¹¹ *Id.*

¹² 25 U.S.C. § 2710(d)(3)(C)(v) and 25 C.F.R. § 293.20, providing in part that:

A compact or amendment may include provisions addressing how the parties will resolve a breach of the compact or other disputes arising from the compact including mutual limited waivers of sovereign immunity.

¹³ *California v. Cabazon Band of Mission Indians*, 480 U.S. 202 (1987).

¹⁴ 25 U.S.C. § 2710(d)(7).

¹⁵ *Seminole Tribe of Florida v. Florida*, 517 US 44 (1996); *Hotel Emp. & Restaurant Emp. International Union v. Davis*, 981 P.2d 990 (Cal. 1999) (Proposition 5).

¹⁶ See e.g. *Rincon Band of Luiseno Indians of the Rincon Reservation v. Schwarzenegger*, 602 F.3d 1019 (2010), *Chicken Ranch* and its progeny. The Tenth Circuit has also addressed these issues and reached a similar holding. *Navajo Nation v. Dalley* 896 F.3d 1196 (10th Cir. 2018).

¹⁷ 25 U.S.C. § 2710(d)(3)(C)(vii).

Unlike the Amendment, the 2015 Compact provides that if the parties “fail to reach agreement on the amount of reduction of [SDF/RSTF] payments within sixty (60) days . . . the [payment] amount shall be determined by arbitration pursuant to section 13.2.”¹⁸ Here, the SDF/RSTF Covenant appears to negate this right because the Tribe cannot “directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit arising from or relating to the validity or enforceability of the [2015] Compact’s provisions.” As a result, in this scenario Section 4.7 of the Amendment deprives the Tribe of its statutory rights under IGRA’s remedial provisions for resolving the SDF/RSTF payment dispute. Worse, the Tribe would likely have to continue making its SDF/RSTF payments absent exclusivity and therefore in violation of IGRA, as interpreted under controlling Ninth Circuit precedent and our Regulations.¹⁹

Conclusion

For the foregoing reasons, the Definition and SDF/RSTF Covenants are inconsistent with IGRA and therefore unenforceable. Our views about the Covenants would likely be applicable if future compact submissions contain similar terms. Moreover, our analysis of the Covenants should not be considered exhaustive because they may implicate other provisions of IGRA.²⁰

A similar letter is being sent to the Honorable Gavin Newsom, Governor, State of California. If you have any questions, please contact Mr. Troy Woodward, Acting Director of the Office of Indian Gaming at Indian.gaming@bia.gov or by telephone at (202) 219-4066.

Sincerely,



William Henry Kirkland III
Assistant Secretary – Indian Affairs

Enclosures

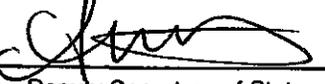
¹⁸ 2015 Compact at Section 4.6(a)(2).

¹⁹ See *In Re Indian Gaming Cases (Coyote Valley II)*, 331 F.3d 1094 (9th Cir. 2003), *Rincon Band of Luiseno Indians*, and 25 C.F.R. § 293.27.

²⁰ 25 U.S.C. §§ 2710(d)(8)(B)(i) and (iii).

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OCT 14 2025
AS - IA
Office of Indian Gaming

FILED
in the office of the Secretary of State
of the State of California

OCT 10 2025
By 
Deputy Secretary of State

**FIRST AMENDMENT TO THE
TRIBAL-STATE COMPACT
BETWEEN
THE STATE OF CALIFORNIA
AND
THE SYCUAN BAND OF THE
KUMEYAAY NATION**

**FIRST AMENDMENT TO THE TRIBAL-STATE COMPACT BETWEEN
THE STATE OF CALIFORNIA AND
THE SYCUAN BAND OF THE KUMEYAAY NATION**

WHEREAS, the Sycuan Band of the Kumeyaay Nation (“Nation”) and the State of California (“State”) entered into a Tribal-State Compact (“Compact”) on December 23, 2015; and

WHEREAS, the United States Court of Appeals for the Ninth Circuit’s decision in *Chicken Ranch Rancheria of Me-Wuk Indians v. California*, 42 F.4th 1024 (9th Cir. 2022) (“*Chicken Ranch*”) clarified what provisions may be included in tribal-state class III gaming compacts entered into pursuant to the Indian Gaming Regulatory Act (IGRA); and

WHEREAS, a dispute arose between the Nation and the State relating to the validity and interpretation of provisions of the Compact that were implicated by *Chicken Ranch*; and

WHEREAS, the Nation and the State engaged in dispute resolution pursuant to Section 13.0 of the Compact; and

WHEREAS, in order to resolve any and all current and potential disputes concerning the proper interpretation of the Compact arising from *Chicken Ranch*, the Nation and the State have agreed to amend the Compact as set forth herein; and

WHEREAS, the Nation and the State intend that this amendment shall take effect upon execution by authorized representatives of the Nation and the State, ratification by the State Legislature, and approval by the Secretary of the Interior pursuant to IGRA.

NOW, THEREFORE, the State and the Tribe, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

I. DEFINITIONS.

A. The following provisions of the Compact are repealed:

- (a) **Section 2.19** (“Interested Persons”).
- (b) **Section 2.22** (“Project”).
- (c) **Section 2.23** (“Significant Effect(s) on the Off-Reservation Environment”).
- (d) **Section 11.0** (“Off-Reservation Environmental and Economic Impacts”), including sections 11.1 through 11.8.
- (e) **Section 12.6(e)**, relating to child and spousal support orders.
- (f) **Appendix B** (“Off-Reservation Environmental Impact Analysis Checklist”).

- B.** Section 2.12 is repealed and replaced by the following:

“Gaming Facility” means the buildings or structures in which Class III Gaming, as authorized by this Compact, is conducted.

- C.** A new Section 2.30 is added as follows:

“Gaming Spaces” means the areas within a Gaming Facility (as defined in section 2.12) that are directly related to and necessary for the conduct of Gaming Activities such as the casino floor; vault; count room; surveillance, management, and information technology areas; Gaming Device and supplies storage areas; and other secured areas where the operation or management of Gaming Activities take place.

- D.** The new paragraph is added after Section 2.30 as follows:

Covenant Not to Sue to Challenge Certain Provisions.

During the term of the Compact, to December 31, 2060, as established by this First Amendment to the Compact, neither party shall directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit challenging the enforceability of the foregoing definitions, except as expressly mutually agreed to by the Parties, and, in addition, shall not encourage, assist, or cause any person, organization or entity, including, but not limited to, any governmental entity or agency thereof, to do so.

II. COVENANT NOT TO SUE TO CHALLENGE CERTAIN PROVISIONS.

- A.** A new Section 4.7 is added as follows:

Sec. 4.7. Covenant Not to Sue to Challenge Certain Provisions.

The Tribe shall not directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit arising from or relating to the validity or enforceability of the Compact’s provisions relating to the Indian Gaming Special Distribution Fund, (sections 4.3 and 4.5), the Indian Gaming Revenue Sharing Trust Fund, and the Tribal Nation Grant Fund, (sections 4.5 and 5.0), regardless of any subsequent court or administrative interpretation of the validity of those provisions under IGRA for the duration of the term of this Compact, to December 31, 2060, as established by the First Amendment to the Compact,.

III. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

- A.** Section 12(5)(a) and (b) are repealed and replaced by the following:

Sec. 12.5. Insurance Coverage and Claims.

- (a) The Tribe shall establish written procedures for the disposition of tort claims arising within the Gaming Spaces from personal injury or property damage alleged to have been suffered by any person who is a patron of the Gaming Facility or member of the public lawfully in the Gaming Spaces. The Tribe shall enact such tribal law as is necessary to implement these procedures. The procedures shall include all time limits applicable to the disposition of the tort claim and a provision that, upon request, a patron or member of the public lawfully in the Gaming Spaces who claims to have suffered personal injury or property damage in the Gaming Spaces, or the person's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Operation and the appropriate contact information for the person to provide any required document or materials to initiate or process the tort claim. The Tribe's procedures may provide that the Tribe shall not be liable for any punitive damages or attorney's fees. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by establishing such procedures or by any provision of this Compact but agrees not to assert such immunity as provided in subsection (b) of this section.
- (b) During the term of this Compact, the Gaming Operation shall maintain a policy of commercial general liability insurance consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an AM Best rating of A or higher (Policy). Coverage shall be provided in an amount of not less than ten million dollars (\$10,000,000) per occurrence. The Policy shall include an endorsement providing that neither the insurer nor the Gaming Operation may invoke tribal sovereign immunity up to the limits of the Policy set forth above with respect to any claim covered under the Policy and disposed of in accordance with the Tribe's tort claim procedures. The Policy shall not have the effect of excluding all otherwise valid claims for personal injury or property damage made by patrons or members of the public lawfully in the Gaming Spaces. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense and provided further that any award or judgment rendered in favor of a claimant shall be satisfied solely from the insurance proceeds.

IV. EFFECTIVE DATE AND TERM OF COMPACT.

A. Section 14.2(a) is repealed and replaced by the following:

Sec. 14.2. Term of Compact; Termination.

- (a) Once effective, this Compact shall be in full force and effect until December 31, 2060.

V. AMENDMENTS; RENEGOTIATIONS.

A. Section 15.3 is repealed and replaced by the following:

Sec. 15.3. Entitlement to Renegotiate Compact Based on State Authorization of New Forms of Class III Gaming.

- (a) If after the effective date of this Compact the State authorizes any person to conduct a new form of Class III Gaming not expressly authorized in this Compact, upon request by the Tribe, the State shall enter into good-faith negotiations pursuant to IGRA to amend section 3.0 of this Compact for the purpose of adding the newly authorized Class III Gaming activity and making other appropriate related amendments.
- (b) Without limiting the Tribe's rights under subdivision (a), in the event that a uniform statewide compact amendment is developed in consultation between the State and California federally recognized Indian tribes, or is established in state law, to address the newly authorized Class III Gaming, the Tribe may choose to adopt the uniform compact amendment to modify section 3.0 of this Compact, subject to the necessary ratification by the California legislature and approval by the United States Department of the Interior.

B. A new Section 15.4 is added as follows:

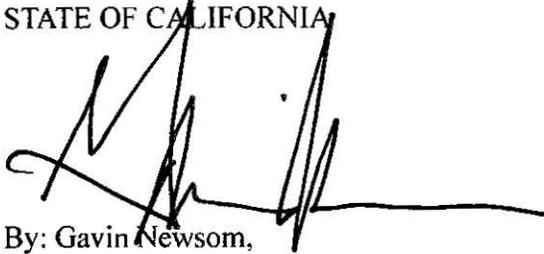
Sec. 15.4. Requests to Amend or to Negotiate a New Compact.

All requests to amend this Compact or to negotiate to extend the term of this Compact or to negotiate for a new Class III Gaming compact shall be in writing, addressed to the Tribal Chair or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets both the requirements of this section and either section 15.1 or 15.3 for an amendment to this Compact, or the requirements of this section and section 15.2 for a new Class III Gaming compact, the parties shall confer promptly and determine within forty-five (45) days of the request a schedule for commencing negotiations, and both parties shall negotiate in good faith pursuant to IGRA. The Tribal Chair and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations and shall execute any documents necessary to do so.

IN WITNESS WHEREOF, the undersigned sign this amendment to the 2015 Compact on behalf of the State of California and the Sycuan Band of the Kumeyaay Nation.

STATE OF CALIFORNIA

SYCUAN BAND OF THE KUMEYAAY NATION



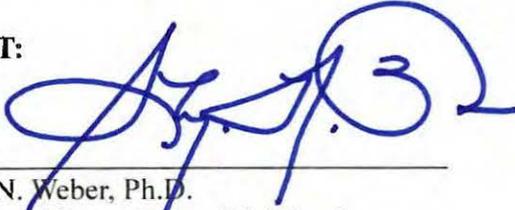
By: Gavin Newsom,
Governor of the State of California

By: Cody Martinez,
Chairman of the Sycuan Band of the Kumeyaay
Nation of the Sycuan Indian Reservation,
California

Executed this 30th day of July,
2025, at Sacramento, California

Executed this 21st day of July,
2025, at Sycuan Reservation, California

ATTEST:



Shirley N. Weber, Ph.D.
Secretary of State, State of California





State of California

GOVERNMENT CODE

Section 12012.25

12012.25. (a) The following tribal-state gaming compacts entered into in accordance with the Indian Gaming Regulatory Act of 1988 (18 U.S.C. Sec. 1166 to 1168, incl., and 25 U.S.C. Sec. 2701 et seq.) are hereby ratified:

(1) The compact between the State of California and the Alturas Rancheria, executed on September 10, 1999.

(2) The compact between the State of California and the Barona Band of Mission Indians, executed on September 10, 1999.

(3) The compact between the State of California and the Big Sandy Rancheria Band of Mono Indians, executed on September 10, 1999.

(4) The compact between the State of California and the Big Valley Rancheria, executed on September 10, 1999.

(5) The compact between the State of California and the Bishop Paiute Tribe, executed on September 10, 1999.

(6) The compact between the State of California and the Blue Lake Rancheria, executed on September 10, 1999.

(7) The compact between the State of California and the Buena Vista Band of Me-wuk Indians, executed on September 10, 1999.

(8) The compact between the State of California and the Cabazon Band of Mission Indians, executed on September 10, 1999.

(9) The compact between the State of California and the Cahto Tribe of Laytonville, executed on September 10, 1999.

(10) The compact between the State of California and the Cahuilla Band of Mission Indians, executed on September 10, 1999.

(11) The compact between the State of California and the Campo Band of Mission Indians, executed on September 10, 1999.

(12) The compact between the State of California and the Chemehuevi Indian Tribe, executed on September 10, 1999.

(13) The compact between the State of California and the Chicken Ranch Rancheria, executed on September 10, 1999.

(14) The compact between the State of California and the Coast Indian Community of the Resighini Rancheria, executed on September 10, 1999.

(15) The compact between the State of California and the Colusa Indian Community, executed on September 10, 1999.

(16) The compact between the State of California and the Dry Creek Rancheria Band of Pomo Indians, executed on September 10, 1999.

(39) The compact between the State of California and the San Manuel Band of Mission Indians, executed on September 10, 1999.

(40) The compact between the State of California and the San Pasqual Band of Mission Indians, executed on September 10, 1999.

(41) The compact between the State of California and the Santa Rosa Rancheria Tachi Tribe, executed on September 10, 1999.

(42) The compact between the State of California and the Santa Ynez Band of Chumash Indians, executed on September 10, 1999.

(43) The compact between the State of California and the Sherwood Valley Rancheria Band of Pomo Indians, executed on September 10, 1999.

(44) The compact between the State of California and the Shingle Springs Band of Miwok Indians, executed on September 10, 1999.

(45) The compact between the State of California and the Smith River Rancheria, executed on September 10, 1999.

(46) The compact between the State of California and the Soboba Band of Mission Indians, executed on September 10, 1999.

(47) The compact between the State of California and the Susanville Indian Rancheria, executed on September 10, 1999.

(48) The compact between the State of California and the Sycuan Band of Kumeyaay Indians, executed on September 10, 1999.

(49) The compact between the State of California and the Table Mountain Rancheria, executed on September 10, 1999.

(50) The compact between the State of California and the Trinidad Rancheria, executed on September 10, 1999.

(51) The compact between the State of California and the Tule River Indian Tribe, executed on September 10, 1999.

(52) The compact between the State of California and the Tuolumne Band of Me-wuk Indians, executed on September 10, 1999.

(53) The compact between the State of California and the Twenty-Nine Palms Band of Mission Indians, executed on September 10, 1999.

(54) The compact between the State of California and the Tyme Maidu Tribe, Berry Creek Rancheria, executed on September 10, 1999.

(55) The compact between the State of California and the United Auburn Indian Community, executed on September 10, 1999.

(56) The compact between the State of California and the Viejas Band of Kumeyaay Indians, executed on September 10, 1999.

(57) The compact between the State of California and the Coyote Valley Band of Pomo Indians, executed on September 10, 1999.

(b) Any other tribal-state gaming compact entered into between the State of California and a federally recognized Indian tribe which is executed after September 10, 1999, is hereby ratified if both of the following are true:

(1) The compact is identical in all material respects to any of the compacts expressly ratified pursuant to subdivision (a). A compact shall be deemed to be materially