

**SECOND AMENDMENT TO THE**

**TRIBAL-STATE GAMING COMPACT**

**BETWEEN**

**THE STATE OF CALIFORNIA**

**AND THE**

**SANTA YNEZ BAND OF CHUMASH**

**INDIANS**

**SECOND AMENDMENT TO  
THE TRIBAL-STATE COMPACT  
BETWEEN THE STATE OF CALIFORNIA AND THE  
SANTA YNEZ BAND OF CHUMASH INDIANS**

The Santa Ynez Band of Chumash Indians (federally recognized as the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California, and referred to herein as “the Tribe”), a federally recognized Indian tribe, and the State of California (State) enter into this Second Amendment (Amendment) to the Tribal-State Compact Between the State and the Tribe (Compact), pursuant to the Indian Gaming Regulatory Act of 1988, 18 U.S.C. §§ 1166-1168, 25 U.S.C. §§ 2701-2721 (IGRA), and section 15.1 of the existing Compact.

**PREAMBLE**

**WHEREAS**, the Tribe and the State have previously entered into an existing Compact (effective December 23, 2015), as well as a First Amendment to that Compact (effective December 27, 2018); 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 IGRA; and

**WHEREAS**, in order to address issues with the Compact arising from *Chicken Ranch* as well as other potential areas for improvement identified by the Tribe and the State in the spirit of maintaining a Compact that provides mutual benefits and reflects a mutually respectful government-to-government relationship, the Tribe and the State have agreed to amend the Compact as set forth herein; and

**WHEREAS**, the Tribe and the State intend that this Amendment shall take effect upon execution by authorized representatives of the Tribe 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 to amend the Compact as follows:

**The following provisions of the Compact are repealed:**

- (a) Section 2.18** (“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”), consisting of sections 11.0 through 11.8.
- (e) Section 12.6(e)** (regarding child and spousal support orders).
- (f) Appendix B** (“Off-Reservation Environmental Impact Analysis Checklist”).

**I. SECTION 2.0. DEFINITIONS**

**A. Section 2.6 is repealed and replaced by the following:**

“Compact” means this Tribal-State Compact Between the State of California and the Santa Ynez Band of Mission Indians, as amended.

**B. Section 2.12 is repealed and replaced by the following:**

“Gaming Facility” or “Facility” means the buildings or structures in which Gaming Activities are conducted.

**C. A new Section 2.30 is hereby 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.

**II. SECTION 4.0. AUTHORIZED LOCATION OF GAMING FACILITY, NUMBER OF GAMING DEVICES, COST REIMBURSEMENT, AND MITIGATION.**

**Section 4.1 is repealed and replaced by the following:**

**Sec. 4.1. Authorized Number of Gaming Devices.**

The Tribe is entitled to operate up to a total of three thousand (3,000) Gaming Devices pursuant to the conditions set forth in section 3.1 and sections 4.2 through and including section 5.2.

**III. SECTION 12.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.**

**A. Section 12.5 is repealed and replaced by the following:**

**Sec. 12.5. Insurance Coverage and Claims.**

- (a) The Tribe shall continue to maintain 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 who is otherwise lawfully in the Gaming Spaces (each such person a “Claimant”). 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, the Claimant, or the Claimant’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 Claimant 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 subdivision (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, or self-insurance, or any combination thereof, that provides total coverage of no less than ten million dollars (\$10,000,000) per occurrence.
- (i) To the extent the Tribe maintains an insurance policy to comply with the requirement of this subdivision (b), the insurance 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, provided, that the policy shall not exclude all claims made by a Claimant for personal injury or property damage. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense, and (except to the extent the Tribe relies on self-insurance to comply with this subdivision (b)) any award or judgment rendered in favor of the Claimant shall be satisfied solely from insurance proceeds.
- (ii) To the extent the Tribe relies on self-insurance to comply with this subdivision (b), the Tribe shall maintain the money used for self-insurance in an account that is readily liquid and presents no risk of loss of principal. The Tribe shall use that money for no purpose other than self-insurance. Neither the Tribe nor the Gaming Operation may invoke tribal sovereign immunity in connection with respect to any claim disposed of in accordance with the Tribe's tort claim procedures up to the amount of the Tribe's self-insurance.
- (iii) The Tribe shall provide documentation to the State Gaming Agency that it has complied with the requirements of this subdivision (b) upon written request.

**IV. SECTION 14.0. EFFECTIVE DATE AND TERM OF COMPACT.**

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

- (a) This Compact shall be in full force and effect until December 31, 2061.

**B. A new Section 14.3 is added as follows:**

**Sec. 14.3. Covenant Not to Sue to Challenge Certain Provisions.**

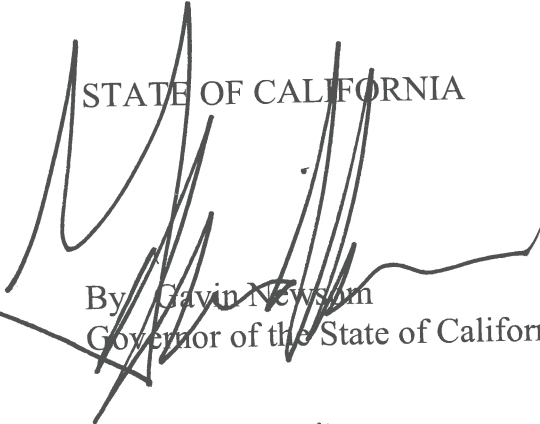
During the term of the Compact, as established by section 14.2, the Tribe shall not directly or indirectly initiate, commence, prosecute, or participate in any action, proceeding, arbitration or lawsuit arising from, or relating to, the validity or enforceability of the Compact's provisions relating to the Indian Gaming Special Distribution Fund (sections 4.3 and 4.3.1), or the Indian Gaming Revenue Sharing Trust Fund or the Tribal Nation Grant Fund (sections 5.1 and 5.2), 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. For the avoidance of doubt, this section does not restrict or otherwise affect any rights, procedures, or remedies available to the Tribe pursuant to section 4.3, subdivision (b), or any other provision allowing the Tribe to challenge (pursuant to section 13.0) the amounts assessed by the State for payment by the Tribe into the Indian Gaming Special Distribution Fund as exceeding the limitations set forth in section 4.3; section 4.5, subdivision (d); section 4.6; or section 5.3.

**V. EXPIRATION OF PENDING AMENDMENT.**

If this Amendment does not take effect by December 31, 2026, it shall be deemed null and void unless the Tribe and the State agree in writing to extend the date, and the Compact shall remain in full force and effect as it existed prior to this Amendment.

IN WITNESS WHEREOF, the undersigned sign this Amendment to the Tribal-State Compact Between the State of California and the Santa Ynez Band of Chumash Indians.

STATE OF CALIFORNIA

  
By: Gavin Newsom  
Governor of the State of California

Executed this 4<sup>th</sup> day of August,  
2026, at Sacramento, California

SANTA YNEZ BAND OF CHUMASH  
INDIANS

  
By: Kenneth Kahn  
Tribal Chairman of the Santa Ynez Band  
of Chumash Indians

Executed this 29<sup>th</sup> day of July,  
2026, at Santa Ynez Reservation,  
California

**ATTEST:**

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