

By: Gutierrez

S.J.R. No. 41

1 A JOINT RESOLUTION

2 proposing a constitutional amendment to authorize the Kickapoo
3 Traditional Tribe of Texas to conduct gaming by executing a gaming
4 agreement with this state; providing for licensing of persons under
5 the agreement; limiting certain taxes and fees.

6 BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF TEXAS:

7 SECTION 1. Section 47(a), Article III, Texas Constitution,
8 is amended to read as follows:

9 (a) The Legislature shall pass laws prohibiting lotteries
10 and gift enterprises in this State other than those authorized by
11 Subsections (b), (d), (d-1), and (e) of this section and Section 47a
12 of this article.

13 SECTION 2. Article III, Texas Constitution, is amended by
14 adding Section 47a to read as follows:

15 Sec. 47a. (a) The chairman of the federally recognized
16 Kickapoo Traditional Tribe of Texas may execute a gaming agreement
17 containing the terms set forth in Subsection (c) of this section on
18 receipt of a duly enacted resolution of the governing body of the
19 tribe authorizing the chairman to execute the agreement and on
20 provision of a copy of the resolution to the governor. The governor
21 of this state is not required to take any further action before the
22 gaming agreement becomes effective. The executed gaming agreement
23 constitutes a gaming compact between this state and the Tribe for
24 purposes of the federal Indian Gaming Regulatory Act (Pub. L.

1 No. 100-497). The Tribe is responsible for:

2 (1) providing a copy of the executed agreement to the
3 governor; and

4 (2) submitting a copy of the executed agreement to the
5 United States Secretary of the Interior for approval and
6 publication in the Federal Register.

7 (b) If, after January 1, 2021, video lottery terminals, slot
8 machines, or other forms of gaming are authorized under state law
9 within 200 nautical miles of the boundary of the Kickapoo
10 Traditional Tribe's reservation near Eagle Pass, Texas, the Tribe
11 is authorized to offer the same types of games or devices as
12 authorized under the other forms of gaming at a location designated
13 by the Tribe. The number of games or devices authorized at the
14 location is equal to the maximum number, if any, of games or devices
15 authorized under state law for other gaming locations. The
16 location must be on land owned or leased by the Tribe that is within
17 300 nautical miles of the boundary of the Kickapoo Traditional
18 Tribe's reservation but may not be within 30 nautical miles of a
19 licensed horse or greyhound racetrack in operation on the effective
20 date of the agreement executed under Subsection (a) of this
21 section. The gaming authorized under this subsection shall be
22 regulated by the Tribe and the Secretary of State. A rule on gaming
23 conducted by the Tribe that is adopted by the Secretary of State may
24 not be more restrictive than a rule applicable to other comparable
25 types of gaming licensed by this state. A tax or fee may not be
26 imposed on the Tribe in an amount that exceeds the amount of a tax or
27 fee imposed on the operators of other gaming facilities in this

1 state.

2 (c) A gaming agreement executed under Subsection (a) of this
3 section must be in the form and contain the provisions as follows:

4 GAMING AGREEMENT BETWEEN THE KICKAPOO TRADITIONAL TRIBE OF TEXAS
5 AND THE STATE OF TEXAS

6 This Agreement is entered into between the Kickapoo
7 Traditional Tribe of Texas, a federally recognized Indian Tribe
8 ("Tribe"), and the State of Texas ("State"), with respect to the
9 operation of covered games (as defined herein) on the Tribe's
10 Indian lands as defined by Section 4(4), Indian Gaming Regulatory
11 Act (25 U.S.C. Section 2703(4)).

12 PART I. TITLE

13 This document shall be referred to as "The Kickapoo
14 Traditional Tribe of Texas and State of Texas Gaming Agreement."

15 PART II. RECITALS

16 1. The Tribe is a federally recognized tribal government
17 with sovereign powers and rights of self-government. The Tribe has
18 special gaming rights under the federal Indian Gaming Regulatory
19 Act (Pub. L. No. 100-497).

20 2. The State is a state of the United States possessing the
21 sovereign powers and rights of a state.

22 3. The State and the Tribe maintain a
23 government-to-government relationship, and this agreement will
24 foster mutual respect and understanding between Indians and
25 non-Indians.

26 4. The Tribe and the State jointly intend to protect the
27 integrity of gaming regulated under this agreement.

1 5. The gaming under this agreement will further the purposes
2 of the Indian Gaming Regulatory Act (Pub. L. No. 100-497) to
3 promote tribal economic development, self-sufficiency, and strong
4 tribal government, and will assist the Tribe in funding tribal
5 programs that provide needed services to the Tribe's members.

6 PART III. DEFINITIONS

7 In this compact:

8 A. "Class III gaming" means the forms of Class III
9 gaming defined in Section 4(8), Indian Gaming Regulatory Act (25
10 U.S.C. Section 2703(8)) and by the regulations of the National
11 Indian Gaming Commission.

12 B. "Commission" means the Kickapoo Traditional Tribe
13 of Texas Tribal Gaming Commission, which is the tribal governmental
14 agency that has the authority to carry out the Tribe's regulatory
15 and oversight responsibilities under this compact.

16 C. "Compact" means this gaming agreement between the
17 Kickapoo Traditional Tribe of Texas and the State of Texas.

18 D. "Covered game" or "covered gaming activity" means
19 Class III gaming activities that were determined to be available to
20 the Tribe by the United States Department of the Interior, video
21 lottery terminals, and any other Class III game of chance and/or
22 skill authorized by State law for any person after January 1, 2021.

23 E. "Covered game employee" or "covered employee" means
24 an individual employed and licensed by the Tribe whose
25 responsibilities include providing services related to the
26 operation, maintenance, or management of covered games. The term
27 includes:

- 1 1. managers and assistant managers;
- 2 2. accounting personnel;
- 3 3. commission officers;
- 4 4. surveillance and security personnel;
- 5 5. cashiers, supervisors, and floor personnel;
- 6 6. cage personnel; and
- 7 7. any other employee whose employment duties
8 require or authorize access to areas of a facility related to the
9 conduct of a covered game or the technical support or storage of a
10 covered game component.

11 "Covered game employee" or "covered employee" does not
12 include an elected official of the Tribe who is not directly
13 involved in the operation, maintenance, or management of a covered
14 game or covered game component.

15 F. "Document" means a book, a record, an electronic,
16 magnetic, or computer media document, or another writing or
17 material. The term includes a copy of any of those documents and
18 information contained in the document.

19 G. "Effective date" means the date on which the
20 compact becomes effective under Part XV.A of this compact.

21 H. "Facility" or "facilities" means a building or
22 buildings of the Tribe in which a covered game authorized by this
23 compact is conducted on the Tribe's Indian lands as defined by the
24 Indian Gaming Regulatory Act (Pub. L. No. 100-497). Subject to the
25 terms of this compact, the Tribe has the ultimate responsibility
26 for ensuring that the operation of each facility conforms to the
27 requirements of this compact.

1 I. "IGRA" means the Indian Gaming Regulatory Act (Pub.
2 L. No. 100-497).

3 J. "Net win" means the total receipts, not including
4 free or promotional credits issued by the Tribe, from the play of
5 all covered games less all prize payouts and participation fees.

6 K. "Participation fee" means a payment made by the
7 Tribe to a supplier on a periodic basis for the right to lease or
8 otherwise offer for play a gaming device that the Tribe does not own
9 for a covered gaming activity. A participation fee may be a royalty
10 payment or lease payment. The Tribe acknowledges that the Tribe did
11 not hold an interest in a company that supplies a gaming device on
12 the date this compact was executed. If the Tribe acquires an
13 interest in a company that supplies gaming devices, the Tribe may
14 not deduct from the net win a participation fee for the supplier in
15 which the Tribe has acquired an interest.

16 L. "Patron" means a person who is on the premises of a
17 facility or who is entering the Tribe's Indian lands for the purpose
18 of playing a covered game authorized by this compact.

19 M. "Rules" means rules adopted by the commission to
20 implement this compact.

21 N. "State" means the State of Texas.

22 O. "State compliance agency" ("SCA") means the office
23 of the Secretary of State or another agency authorized by the
24 legislature to carry out the State's oversight responsibilities
25 under this compact.

26 P. "Tribe" means the Kickapoo Traditional Tribe of
27 Texas.

1 Q. "Video lottery terminal" means an electronic game
2 of chance connected to a centralized computer system operated by
3 the Tribe.

4 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

5 The Tribe and State agree that the Tribe is authorized to
6 operate covered games on the Tribe's Indian lands, as defined in the
7 IGRA, in accordance with the provisions of this compact.

8 PART V. RULES; MINIMUM REQUIREMENTS

9 A. During the term of this compact, the Tribe is responsible
10 for all duties assigned to the Tribe and the commission under this
11 compact. The Tribe shall adopt any rules necessary to implement
12 this compact. Nothing in this compact may be construed to affect
13 the Tribe's right to amend the Tribe's rules, provided the amendment
14 is in conformity with this compact. The SCA may propose to the
15 commission additional rules consistent with the implementation of
16 this compact, and the commission shall in good faith consider the
17 proposal and notify the SCA of the Tribe's response or action in
18 regard to the proposal.

19 B. All facilities must comply with and all covered games
20 must be operated in accordance with this compact. All facilities
21 must be operated in strict compliance with tribal internal control
22 standards that must provide a level of control that equals or
23 exceeds the standards for Class III gaming recommended by the
24 National Indian Gaming Commission on August 14, 2018, as such
25 standards may be updated from time-to-time.

26 C. The Tribe agrees to maintain the following safeguards
27 against problem gambling:

1 1. The Tribe will provide a comprehensive training
2 program to all gaming employees.

3 2. The Tribe will make available to patrons printed
4 materials that include contact information for organizations
5 dedicated to assisting problem gamblers.

6 3. The commission shall establish a list of the
7 patrons voluntarily excluded from the Tribe's facilities under Part
8 V.C.5 of this compact.

9 4. The Tribe shall employ its best efforts to exclude
10 patrons on the list maintained under Part V.C.3 of this compact.
11 This compact does not create a cause of action against the State,
12 the Tribe, the commission, or any other person, entity, or agency
13 for failing to exclude a patron on the list established under Part
14 V.C.3 of this compact.

15 5. A patron who believes the patron may be playing a
16 covered game on a compulsive basis may request that the patron's
17 name be placed on the list of patrons voluntarily excluded from the
18 Tribe's facilities.

19 6. All covered game employees who interact with
20 patrons shall receive training to identify a patron who may have a
21 problem with compulsive gambling and instruct the patron to leave.
22 Signs bearing a toll-free help line number and educational and
23 informational materials must be made available at conspicuous
24 locations and ATMs in each facility. The signs must be designed in
25 a manner that is aimed at preventing problem gaming and that
26 specifies where patrons may receive counseling or assistance for
27 gambling problems. Nothing in this part of this compact creates a

1 cause of action or claim against the State, the Tribe, the
2 commission, or any other person, entity, or agency for failing to
3 identify a patron or person who is a compulsive gambler or asking
4 that person to leave.

5 7. The Tribe shall make diligent efforts to prevent an
6 underage individual from loitering in the area of each facility
7 where a covered game is conducted.

8 8. The Tribe shall assure that advertising and
9 marketing of the covered games at the facilities contain a
10 responsible gambling message and a toll-free help line number for
11 problem gamblers where practical and that the advertising and
12 marketing messages do not make any false or misleading claims.

13 D. The State may secure an annual independent financial
14 audit of the conduct of covered games subject to this compact. The
15 audit must examine revenues from the conduct of a covered game and
16 must verify the determination of net win and the basis of, and right
17 to, the payments made to the State pursuant to Part XI of this
18 compact and as defined by this compact. A copy of the audit report
19 for the conduct of a covered game must be submitted to the
20 commission not later than the 30th day after the date an audit is
21 completed. A representative of the SCA may, on request, meet with
22 the Tribe and the Tribe's auditors to discuss an audit or matter in
23 connection with the audit, provided the discussions are limited to
24 covered games information. The annual independent financial audit
25 must be performed by an independent accounting firm with experience
26 in auditing casino operations, selected by the State and subject to
27 the Tribe's consent, which may not be unreasonably withheld. The

1 Tribe shall pay the accounting firm for the costs of the annual
2 independent financial audit if the Tribe is found not to be in
3 compliance with this compact.

4 E. A summary of the rules for playing covered games must be
5 displayed in a facility. A complete set of rules must be available
6 at a facility and provided to a patron on request. A copy of the
7 rules must be provided to the SCA not later than the 30th day after
8 the date the rules are issued or amended.

9 F. The Tribe shall provide the commission and SCA with a
10 chart of the supervisory authority of individuals directly
11 responsible for the conduct of covered games, and shall promptly
12 notify the commission and the SCA of any material change to the
13 supervisory authority.

14 G. The Tribe shall continue to maintain a proactive approach
15 to prevent improper alcohol sales, drunk driving, underage
16 drinking, and underage gambling that involves extensive staff
17 training and certification, patron education, and the use of
18 security personnel and surveillance equipment to enhance patrons'
19 enjoyment of the facilities and provide for patron safety. Staff
20 training must include specialized employee training in nonviolent
21 crisis intervention, driver's license verification, and the
22 detection of intoxication. Patron education may be accomplished by
23 printing a notice on a valet parking stub, posting a sign in the
24 facilities, and publishing brochures. The facilities must have
25 roving and fixed security officers, along with surveillance
26 cameras, to assist in the detection of intoxicated patrons,
27 investigate problems, and engage patrons to de-escalate volatile

1 situations. This part of this compact does not create a cause of
2 action or claim against the State, the Tribe, the commission, or any
3 other person, entity, or agency for failing to fulfill a
4 requirement of this part.

5 H. A person under 21 years of age may not play a covered game
6 unless state law authorizes the play of the same or similar games by
7 persons under 21 years of age at locations under the state's
8 jurisdiction.

9 I. The Tribe and the commission shall make available a copy
10 of the following documents to any member of the public on request:

- 11 1. the Tribal gaming ordinance;
- 12 2. this compact;
- 13 3. the rules of each covered game operated by the
14 Tribe; and
- 15 4. the administrative procedures for addressing
16 patron tort claims under Part VI of this compact.

17 PART VI. PATRON DISPUTES; TORT CLAIMS; PRIZE CLAIMS; LIMITED

18 CONSENT TO SUIT

19 A. All Patron disputes shall be resolved under the
20 procedures established by the Tribe's Gaming Ordinance and such
21 remedies must be exhausted.

22 B. If a Patron is not satisfied with the outcome of a tort
23 claim the Patron submitted under the procedures established by the
24 Tribe's Gaming Ordinance, that Patron may pursue a tort claim in
25 Maverick County District Court for personal injury or property
26 damage against the Kickapoo Lucky Eagle Casino arising out of an
27 incident occurring at a facility. For said tort claims brought in

1 Maverick County District Court pursuant to this Section against the
2 Kickapoo Lucky Eagle Casino, the Tribe agrees to waive its Tribal
3 sovereign immunity to the same extent as the State waives its
4 sovereign immunity, as specified in sections 101.023(a) and
5 101.025(a), Texas Civil Practice and Remedies Code, as such
6 provision may be amended from time-to-time by the Texas
7 Legislature. The Tribe and its insurance carrier are prohibited
8 from invoking Tribal sovereign immunity for tort claims up to the
9 limits to which the State has waived sovereign immunity as set forth
10 in section 101.023(a), Texas Civil Practice and Remedies Code, as
11 such provision may be amended from time-to-time by the Texas
12 Legislature, provided that the provision remains the same for State
13 agencies as for the Tribe, but the Tribe and its insurance carrier
14 are permitted to assert any available statutory or common law
15 defense for tort claims of Patrons made pursuant to this Section.

16 C. In no event, however, shall the Tribe be deemed to have
17 waived its Tribal immunity from suit beyond the limits set forth in
18 section 101.023(a), Texas Civil Practice and Remedies Code. These
19 limitations are intended to include liability for compensatory
20 damages, costs, pre-judgment interest, punitive damages, and
21 attorney fees if otherwise allowable under State law arising out of
22 any tort claim brought or asserted against the Tribe, its
23 subordinate governmental and economic units, any Tribal officials,
24 employees, servants, or agents in their official capacities and any
25 entity which is owned, directly or indirectly by the Tribe.

26 D. All Patron tort claims brought pursuant to this provision
27 shall be brought solely against the Kickapoo Lucky Eagle Casino, an

1 economic entity owned by a federally-recognized Indian tribe, as
2 the sole party in interest.

3 E. The Tribe shall ensure that patrons of a facility are
4 afforded due process in seeking and receiving just and reasonable
5 compensation arising from a patron's dispute, in connection with
6 the patron's play of a covered game, the amount of a prize that has
7 been awarded, the failure to award a prize, or the right to receive
8 a refund. Such patron disputes shall be resolved under the
9 procedures established by the Tribe's Gaming Ordinance.

10 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

11 A. The Tribe and the commission are responsible for
12 regulating activities under this compact. The Tribe shall adopt or
13 issue standards designed to ensure that the facilities are
14 constructed, operated, and maintained to adequately protect the
15 environment and public health and safety.

16 B. A commission compliance officer shall be available to a
17 facility during operation on reasonable notice and shall have
18 immediate and complete access to a facility to ensure compliance
19 with this compact. The commission shall investigate a suspected or
20 reported violation of this part of this compact and shall timely
21 file an official written report of the investigation and action
22 taken on the violation, and shall send a copy of the investigative
23 report to the SCA not later than the 30th day after the date the
24 commission files the report. The scope of the report must be
25 determined by a memorandum of understanding between the commission
26 and the SCA as soon as practicable after the effective date of this
27 compact. A violation must be reported immediately to the

1 commission, and the commission shall immediately forward the
2 violation to the SCA. In addition, the commission shall promptly
3 report to the SCA a violation which the commission independently
4 discovers.

5 C. Representatives of the commission and the SCA shall meet
6 at least once each year to review past practices and examine methods
7 to improve the regulatory scheme created by this compact. The
8 meetings shall take place at a location agreed to by the commission
9 and the SCA. The SCA, before or during a meeting, shall disclose to
10 the commission any concerns, suspected activities, or pending
11 matters reasonably believed to constitute a violation of this
12 compact by any person, organization, or entity, if the disclosure
13 will not compromise the interest sought to be protected.

14 PART VIII. STATE MONITORING OF COMPACT

15 A. The SCA may, under this compact, monitor the conduct of a
16 covered game to ensure that a covered game is conducted in
17 compliance with this compact. In order to properly monitor the
18 conduct of a covered game, an agent of the SCA may have, without
19 prior notice, reasonable access to all public areas of a facility
20 where a covered game is conducted under this compact. An SCA agent
21 must report to a commission officer immediately on arrival at the
22 facility. An SCA agent may not enter a nonpublic area of a facility
23 without giving the commission notice of the agent's arrival 24
24 hours before the hour of the agent's arrival and, on arrival,
25 providing proper photographic identification. A commission
26 officer shall accompany an SCA agent in a nonpublic area of a
27 facility.

1 B. Subject to this compact, an SCA agent has the right to
2 review and request a copy of a document of the facility related to
3 the conduct of a covered game. The review and copying of the
4 document must be during normal business hours unless otherwise
5 allowed by the Tribe at the Tribe's discretion. The Tribe may not
6 refuse an inspection or request to copy a document, provided that an
7 agent cannot require copies of documents in a volume that
8 unreasonably interferes with the normal functioning of the facility
9 or a covered game.

10 C. After an SCA inspection or investigation, the SCA shall
11 send to the commission a written report of the inspection or
12 investigation that contains all pertinent, nonconfidential,
13 nonproprietary information about a violation of an applicable law
14 or this compact discovered during an inspection or investigation
15 unless disclosure of the information would adversely affect an
16 investigation of suspected criminal activity. This compact does
17 not prevent the SCA from contacting a tribal or federal law
18 enforcement authority about suspected criminal wrongdoing
19 involving the commission.

20 D. This compact does not authorize the State to regulate the
21 Tribe's government or the commission or to interfere with the
22 Tribe's selection of the Tribe's governmental officers or members
23 of the commission.

24 PART IX. JURISDICTION

25 The obligations and rights of the State and the Tribe under
26 this compact are contractual in nature, and this compact does not
27 alter tribal, federal, or state civil or criminal jurisdiction.

1 PART X. LICENSING

2 The Tribe and the commission shall comply with the licensing
3 and hearing requirements in 25 C.F.R. Part 556 and Part 558 and
4 applicable licensing requirements in the Tribe's Gaming Ordinance.

5 PART XI. PAYMENTS TO THE STATE OF TEXAS

6 A. The parties acknowledge and recognize that this compact
7 provides the Tribe with substantial exclusivity and, consistent
8 with the goals of the IGRA, special opportunities for tribal
9 economic opportunity through covered gaming activity in the State.
10 In consideration of the substantial exclusivity, only while the
11 State does not, after January 1, 2021, authorize or allow the
12 operation of any additional form of gaming, including slot
13 machines, video lottery terminals, video pull-tab games,
14 electronic bingo, sports betting, banked and banking card games, or
15 another type of table gaming game, within 200 nautical miles of the
16 boundary of the Tribe's reservation, the Tribe agrees to pay the
17 State a percentage of the revenue derived from covered game
18 revenues in an amount equal to three percent of the net win received
19 by the Tribe in a calendar year from the play of Class III covered
20 games. The amount is due and payable not later than the 20th day
21 after the last date of the preceding quarter for the revenue
22 received by the Tribe in the preceding quarter.

23 B. Payment of revenue due under Part XI.A of this compact
24 must be made to the comptroller of public accounts of the State.
25 Nothing in this compact allocates the revenue to a particular State
26 purpose, including regulatory responsibilities under this compact.

27 C. This compact does not authorize the State to impose any

1 tax, fee, charge, or assessment on the Tribe or an enterprise of the
2 Tribe.

3 PART XII. DISPUTE RESOLUTION

4 A dispute under this compact, including a dispute over
5 compliance with or the interpretation of the terms of this compact,
6 must be resolved amicably and voluntarily when possible. In
7 pursuit of this goal, the following procedures may be invoked:

8 A. A party asserting noncompliance or seeking an
9 interpretation of this compact first shall serve written notice on
10 the other party. The notice must identify the provision alleged to
11 have been violated or in dispute and must specify in detail the
12 factual basis for the claim. Representatives of the Tribe and State
13 shall meet in an effort to resolve the dispute not later than the
14 30th day after the date of receipt of notice unless the parties
15 agree to extend the time.

16 B. A party asserting noncompliance or seeking an
17 interpretation of this compact is considered to have certified that
18 to the best of the party's knowledge, information, and belief,
19 formed after reasonable inquiry, the claim of noncompliance or the
20 request for interpretation of this compact is warranted and made in
21 good faith and not for any improper purpose, such as to harass or to
22 cause unnecessary delay or expense to resolve the dispute.

23 C. If the parties are unable to resolve a dispute
24 through the process specified in Part XII.A of this compact, either
25 party can call for mediation under the Commercial Mediation Rules
26 and Procedures of the American Arbitration Association (AAA) or any
27 such successor procedures, provided that the mediation does not

1 last more than 15 calendar days unless the parties agree to an
2 extension to this time limit. Mediation is only available for
3 resolving disputes over matters arising under this compact.

4 D. If the parties are unable to resolve a dispute
5 through the process under Parts XII.A and XII.C of this compact,
6 notwithstanding any other provision of law, the State or Tribe may
7 bring an action in federal district court ("federal court")
8 regarding any dispute arising under this compact in a district in
9 which the federal court has venue. If the federal court declines to
10 exercise jurisdiction, or federal precedent exists that rules that
11 the federal court does not have jurisdiction over the dispute, the
12 State or the Tribe may bring the action in state court. The State
13 and the Tribe are entitled to all rights of appeal permitted by law
14 in the court system in which the action is brought.

15 E. For purposes of an action based solely on a dispute
16 between the State and the Tribe that arises under this compact and
17 the enforcement of any judgment resulting from the action, the
18 State and the Tribe expressly waive the right to assert sovereign
19 immunity from suit and from enforcement of any judgment, and
20 consent to be sued in all levels of federal or state court, provided
21 that:

22 1. the dispute is limited solely to issues
23 arising under this compact;

24 2. the action does not include a claim for
25 monetary damages, other than payment of any money required by the
26 terms of this compact, and injunctive relief or specific
27 performance enforcing a provision of this compact requiring the

1 payment of money to the State may be sought; and

2 3. nothing in this compact may be construed to
3 constitute a waiver of the sovereign immunity of the State or the
4 Tribe with respect to a third party that is made a party or
5 intervenes as a party in an action.

6 F. In the event that intervention, joinder, or other
7 participation by a third party in any action between the State and
8 the Tribe would result in the waiver of the State's or the Tribe's
9 sovereign immunity to the third party's claim, the waiver of the
10 State or the Tribe under this compact may be revoked.

11 G. The State may pursue any mediation or judicial
12 remedy against the Tribe if the State failed to exhaust Tribal
13 administrative remedies.

14 H. Notwithstanding anything to the contrary in this
15 part of this compact, the Tribe's failure to remit a payment under
16 this compact entitles the State to seek injunctive relief in
17 federal or state court, at the State's sole discretion, to compel
18 the payments after exhausting the dispute resolution process in
19 this part of this compact.

20 PART XIII. CONSTRUCTION OF COMPACT; SEVERANCE; FEDERAL APPROVAL

21 A. Each provision, section, and subsection of this compact
22 shall stand separate and independent of every other provision. If a
23 federal district court in Texas or other court of competent
24 jurisdiction finds a provision of this compact to be invalid, the
25 remaining provisions of this compact remain in full force and
26 effect, provided that severing the invalidated provision does not
27 undermine the overall intent of the parties in entering into this

1 compact.

2 B. This compact is intended to meet the requirements of the
3 IGRA on the effective date of this compact, and where reference is
4 made to the IGRA, or to an implementing regulation of the IGRA, the
5 reference is considered to be incorporated into this document as if
6 set in full. Changes to the IGRA after the effective date of this
7 compact that diminish the rights of the State or Tribe may not be
8 applied to alter the terms of this compact, except to the extent
9 that federal law mandates that retroactive application without the
10 respective consent of the State or Tribe.

11 C. The presence or absence of language in this compact that
12 is present in or absent from another compact between a state and
13 another Indian tribe may not be a factor in construing the terms of
14 this compact.

15 D. Each party shall defend the validity of this compact.

16 E. On execution of this compact, the Tribe shall submit the
17 compact to the United States Secretary of the Interior, and the
18 parties shall cooperate in seeking the Secretary's approval of this
19 compact.

20 F. Nothing in this compact may be construed to limit,
21 restrict, or regulate the Tribe's right to offer Class I and Class
22 II gaming as authorized under the IGRA.

23 PART XIV. NOTICES

24 A notice required under this compact must be given by
25 certified mail, return receipt requested, commercial overnight
26 courier service, or personal delivery, to:

27 Governor

1 State of Texas
2 State Insurance Building
3 1100 San Jacinto
4 Austin, TX 78701
5 Chairman - Tribal Council
6 Kickapoo Traditional Tribe of Texas
7 2212 Rosita Valley Road
8 Eagle Pass, TX 78852

9 With copies to the general counsel for each party.

10 PART XV. EFFECTIVE DATE AND TERM

11 A. This compact is effective on approval either by the
12 United States Secretary of the Interior as a tribal-state compact
13 under the IGRA or by operation of law and on publication of the
14 notice of approval in the Federal Register.

15 B. This compact has a term of 25 years beginning on the day
16 the compact becomes effective under Part XV.A of this compact. This
17 compact remains in full force and effect until the earlier of the
18 25th anniversary of the day the compact becomes effective or until
19 terminated by agreement of the parties. If either the State or the
20 Tribe wishes to extend the term of this compact, the party shall
21 notify the other at least 18 months before the date that this
22 compact will expire. The parties shall begin negotiations at least
23 12 months before the term expires.

24 PART XVI. AMENDMENT OF COMPACT

25 Amendment of this compact may only be made by written
26 agreement of the parties, subject to approval either by the United
27 States Secretary of the Interior or by operation of law and is

1 effective on publication of the notice of approval in the Federal
2 Register.

3 PART XVII. MISCELLANEOUS

4 A. Except to the extent expressly provided in this compact,
5 this compact does not create a right for a third party to bring an
6 action to enforce a term of this compact.

7 B. Nothing in this compact shall alter any existing
8 memoranda of understanding, contracts, or other agreements entered
9 into between the Tribe and any other federal, state, or local
10 governmental entity.

11 PART XVIII. EXECUTION

12 The chairman of the Tribal Council of the Kickapoo
13 Traditional Tribe of Texas affirms that the chairman is duly
14 authorized and has the authority to execute this compact on behalf
15 of the Tribe. The chairman also affirms that the chairman will take
16 all appropriate steps to effectuate the purposes and intent of this
17 compact.

18 (d) The Secretary of State may adopt rules necessary for
19 this state to carry out its responsibilities under this section
20 unless the Legislature enacts laws authorizing another state agency
21 to administer this section. The rules may not apply to the Tribe.

22 (e) All shipments of gaming equipment or other gaming
23 devices into, out of, or within this state authorized under this
24 section or a law enacted under this section are legal shipments of
25 the devices and are exempt from the provisions of 15 U.S.C. Sections
26 1171-1178 prohibiting the transportation of gambling devices.

27 SECTION 3. This proposed constitutional amendment shall be

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1 submitted to the voters at an election to be held November 2, 2021.
2 The ballot shall be printed to permit voting for or against the
3 proposition: "The constitutional amendment authorizing the
4 Kickapoo Traditional Tribe of Texas to conduct gaming by executing
5 a gaming agreement with this state."