

By: King of Zavala

H.J.R. No. 5

A JOINT RESOLUTION

1 proposing a constitutional amendment to authorize the Kickapoo
2 Traditional Tribe of Texas to conduct gaming by executing a gaming
3 agreement with this state.

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

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

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

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

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

24 (1) providing a copy of the executed agreement to the

1 governor; and

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

5 (b) If, after January 1, 2009, video lottery terminals, slot
6 machines, or other forms of gaming are permitted within 200
7 nautical miles of the boundary of the Kickapoo Traditional Tribe's
8 reservation near Eagle Pass, Texas, the Tribe may offer an equal
9 number of games or devices at a location selected by the Tribe. The
10 location must be within 300 nautical miles of the boundary of the
11 Kickapoo Traditional Tribe's reservation but may not be within 30
12 nautical miles of a licensed racetrack in operation on the
13 effective date of the agreement executed under Subsection (a) of
14 this section. The gaming shall be regulated by the Tribe and the
15 Secretary of State. A regulation on gaming conducted by the Tribe
16 that is adopted by the Secretary of State may not be more
17 restrictive than a regulation applicable to other comparable gaming
18 licensed by the State of Texas.

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

21 GAMING AGREEMENT BETWEEN THE KICKAPOO TRADITIONAL TRIBE OF TEXAS
22 AND THE STATE OF TEXAS

23 This Agreement is entered into between the Kickapoo
24 Traditional Tribe of Texas, a federally recognized Indian Tribe
25 ("Tribe"), and the State of Texas ("State"), with respect to the
26 operation of covered games (as defined herein) on the Tribe's
27 Indian lands as defined by Section 4(4), Indian Gaming Regulatory

1 Act (25 U.S.C. Section 2703(4)).

2 PART I. TITLE

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

5 PART II. RECITALS

6 1. The Tribe is a federally recognized tribal government
7 with sovereign powers and rights of self-government. The Tribe is
8 the only tribe in the State with gaming rights under the federal
9 Indian Gaming Regulatory Act.

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

12 3. The State and the Tribe maintain a
13 government-to-government relationship, and this agreement will
14 foster mutual respect and understanding between Indians and
15 non-Indians.

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

18 5. The gaming under this agreement will further the purposes
19 of the Indian Gaming Regulatory Act to promote tribal economic
20 development, self-sufficiency, and strong tribal government, and
21 will assist the Tribe in funding tribal programs that provide
22 needed services to the Tribe's members.

23 PART III. DEFINITIONS

24 In this compact:

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

1 Indian Gaming Commission.

2 B. "Commission" means the Kickapoo Traditional Tribe
3 of Texas Tribal Gaming Commission, which is the tribal governmental
4 agency that has the authority to carry out the Tribe's regulatory
5 and oversight responsibilities under this Compact.

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

8 D. "Covered game" or "covered gaming activity" means
9 Class III gaming activities determined to be available to the Tribe
10 by the Department of the Interior, video lottery terminals, and any
11 game authorized by State law for any person after the effective date
12 of this compact.

13 E. "Covered game employee" or "covered employee" means
14 an individual employed and licensed by the Tribe whose
15 responsibilities include providing services related to the
16 operation, maintenance, or management of covered games. The term
17 includes:

- 18 1. managers and assistant managers;
- 19 2. accounting personnel;
- 20 3. commission officers;
- 21 4. surveillance and security personnel;
- 22 5. cashiers, supervisors, and floor personnel;
- 23 6. cage personnel; and
- 24 7. any other employee whose employment duties
25 require or authorize access to areas of a facility related to the
26 conduct of a covered game or the technical support or storage of a
27 covered game component.

1 "Covered game employee" or "covered employee" does not
2 include an elected official of the Tribe who is not directly
3 involved in the operation, maintenance, or management of a covered
4 game or covered game component.

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

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

11 H. "Facility" or "facilities" means a building of the
12 Tribe in which a covered game authorized by this compact is
13 conducted on the Tribe's Indian lands as defined by the Indian
14 Gaming Regulatory Act. Subject to the terms of this compact, the
15 Tribe has the ultimate responsibility for ensuring that the
16 operation of each facility conforms to the requirements of this
17 compact.

18 I. "IGRA" means the Indian Gaming Regulatory Act (18
19 U.S.C. Section 1166 et seq. and 25 U.S.C. Section 2701 et seq.).

20 J. "Net win" means the total receipts from the play of
21 all covered games less all prize payouts and participation fees.

22 K. "Participation fee" means a payment made to a
23 supplier on a periodic basis by the Tribe for the right to lease or
24 otherwise offer for play a gaming device that the Tribe does not own
25 for a covered gaming activity. A participation fee may be a royalty
26 payment or lease payment. The Tribe did not hold an interest in a
27 company that supplies a gaming device on the date this compact was

1 executed. If the Tribe acquires an interest in a company that
2 supplies gaming devices, the Tribe must forgo a deduction of the
3 participation fee for the supplier in which the Tribe has acquired
4 an interest.

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

8 M. "Rules and regulations" means rules and regulations
9 promulgated by the commission to implement this compact.

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

11 O. "State compliance agency" ("SCA") means the office
12 of the Secretary of State who has the authority to carry out the
13 State's oversight responsibilities under this compact or another
14 agency designated by the legislature for this purpose.

15 P. "Tribe" means the Kickapoo Traditional Tribe of
16 Texas.

17 Q. "Video lottery terminal" means an electronic game
18 of chance connected to a centralized computer system operated by
19 the Tribe.

20 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

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

24 PART V. RULES AND REGULATIONS; MINIMUM REQUIREMENTS

25 A. During the term of this compact, the Tribe is responsible
26 for all duties assigned to the Tribe and the commission under this
27 compact. The Tribe shall promulgate any rules and regulations

1 necessary to implement this compact. Nothing in this compact
2 affects the Tribe's right to amend the Tribe's rules and regulations
3 to be in conformity with this compact. The SCA may propose to the
4 commission additional rules and regulations consistent with the
5 implementation of this compact, and the commission shall in good
6 faith consider the proposal and notify the SCA of the Tribe's
7 response or action in regard to the proposal.

8 B. All facilities must comply with and all covered games
9 must be operated in accordance with this compact. All facilities
10 must be operated in strict compliance with tribal internal control
11 standards that must provide a level of control that equals or
12 exceeds the standards in the National Indian Gaming Commission's
13 Minimum Internal Control Standards (25 C.F.R. Part 542).

14 C. The Tribe agrees to maintain the following safeguards
15 against problem gambling:

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

18 2. The Tribe will make printed materials available to
19 patrons, which must include contact information for organizations
20 dedicated to assisting problem gamblers.

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

24 4. The Tribe shall employ its best efforts to exclude
25 patrons on the list maintained under Part V.C.3. of this compact.

26 This compact does not create a cause of action against the State,
27 the Tribe, the commission, or any other person, entity, or agency

1 for failing to exclude a patron on the list established under Part
2 V.C.3. of this compact.

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

7 6. All covered game employees shall receive training
8 to identify a patron who may have a problem with compulsive gambling
9 and instruct the patron to leave. Signs bearing a toll-free help
10 line number and educational and informational materials must be
11 made available at conspicuous locations and ATMs in each facility,
12 which aim at the prevention of problem gaming and which specify
13 where patrons may receive counseling or assistance for gambling
14 problems. Nothing in this Part creates a cause of action or claim
15 against the State, the Tribe, the commission, or any other person,
16 entity, or agency for failing to identify a patron or person who is
17 a compulsive gambler or asking that person to leave.

18 7. The Tribe shall make diligent efforts to prevent an
19 underage individual from loitering in the area of each facility
20 where a covered game takes place.

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

26 D. The State may secure an annual independent financial
27 audit of the conduct of covered games subject to this compact. The

1 audit must examine revenues from the conduct of a covered game and
2 must verify the determination of net win and the basis of, and right
3 to, the payments made to the State pursuant to Part XI of this
4 compact and as defined by this compact. A copy of the audit report
5 for the conduct of a covered game must be submitted to the
6 commission not later than the 30th day after the date an audit is
7 completed. A representative of the SCA may, on request, meet with
8 the Tribe and the Tribe's auditors to discuss an audit or matter in
9 connection with the audit, provided the discussions are limited to
10 covered games information. The annual independent financial audit
11 must be performed by an independent accounting firm with experience
12 in auditing casino operations, selected by the State and subject to
13 the Tribe's consent, which may not be unreasonably withheld. The
14 Tribe shall pay the accounting firm for the costs of the annual
15 independent financial audit if the Tribe is found not to be in
16 compliance with this compact.

17 E. A summary of the rules for playing covered games must be
18 displayed in a facility. A complete set of rules must be available
19 at a facility and provided to a person on request. A copy of the
20 rules must be provided to the SCA not later than the 30th day after
21 the date the rules are issued or amended.

22 F. The Tribe shall provide the commission and SCA with a
23 chart of the supervisory authority of individuals directly
24 responsible for the conduct of covered games, and shall promptly
25 notify the commission and the SCA of any material change to the
26 supervisory authority.

27 G. The Tribe shall continue to maintain a proactive approach

1 to prevent improper alcohol sales, drunk driving, underage
2 drinking, and underage gambling that involves extensive staff
3 training and certification, patron education, and the use of
4 security personnel and surveillance equipment to enhance patrons'
5 enjoyment of the facilities and provide for patron safety. Staff
6 training must include specialized employee training in nonviolent
7 crisis intervention, driver's license verification, and the
8 detection of intoxication. Patron education may be accomplished by
9 printing a notice on a valet parking stub, posting a sign in the
10 facilities, and publishing brochures. The facilities must have
11 roving and fixed security officers, along with surveillance
12 cameras, to assist in the detection of intoxicated patrons,
13 investigate problems, and engage patrons to de-escalate volatile
14 situations. This Part does not create a cause of action or claim
15 against the State, the Tribe, the commission, or any other person,
16 entity, or agency for failing to fulfill a requirement of this Part.

17 H. A person under 21 years of age may not play a covered
18 game.

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

- 21 1. the Tribal gaming ordinance;
- 22 2. this compact;
- 23 3. the rules of each covered game operated by the
24 Tribe; and
- 25 4. the administrative procedures for addressing
26 patron tort claims under Part VI of this compact.

27 PART VI. PATRON DISPUTES, TORT CLAIMS; PRIZE CLAIMS; LIMITED

CONSENT TO SUIT

1
2 A. All patron disputes shall be resolved under the
3 procedures established by Section 113 of the Tribe's Gaming
4 Ordinance.

5 B. The Tribe shall ensure that a patron of a facility is
6 afforded due process in seeking and receiving just and reasonable
7 compensation for a tort claim for personal injury or property
8 damage against a facility arising out of an incident occurring at a
9 facility. During the term of this compact, the Tribe shall maintain
10 public liability insurance for the express purposes of providing
11 coverage for a tort claim. The insurance must have liability limits
12 of not less than \$250,000 for any one person and \$500,000 for any
13 one occurrence for personal injury, and \$100,000 for any one
14 occurrence for property damage, or the corresponding limits under
15 Section 101.023(a), Texas Civil Practice and Remedies Code,
16 whichever is greater. A tort claim, including a claim for
17 compensatory and punitive damages, costs, prejudgment interest,
18 and attorney's fees arising out of any claim brought or asserted
19 against the Tribe, its subordinate governmental and economic units,
20 and any Tribal officials, employees, servants, or agents in their
21 official capacities, may not be paid in an amount that exceeds the
22 limits of liability of insurance.

23 C. The Tribe shall ensure that patrons of a facility are
24 afforded due process in seeking and receiving just and reasonable
25 compensation arising from a patron's dispute, in connection with
26 the patron's play of a covered game, the amount of a prize which has
27 been awarded, the failure to award a prize, or the right to receive

1 a refund.

2 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

3 A. The Tribe and the commission are responsible for
4 regulating activities under this compact. The Tribe shall adopt or
5 issue standards designed to ensure that the facilities are
6 constructed, operated, and maintained to adequately protect the
7 environment and public health and safety.

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

24 C. Representatives of the commission and the SCA shall meet
25 at least once each year to review past practices and examine methods
26 to improve the regulatory scheme created by this compact. The
27 meetings shall take place at a location mutually agreed to by the

1 commission and the SCA. The SCA, before or during a meeting, shall
2 disclose to the commission any concerns, suspected activities, or
3 pending matters reasonably believed to constitute a violation of
4 this compact by any person, organization, or entity, if the
5 disclosure will not compromise the interest sought to be protected.

6 PART VIII. STATE MONITORING OF COMPACT

7 A. The SCA may, under this compact, monitor the conduct of a
8 covered game to ensure that a covered game is conducted in
9 compliance with this compact. In order to properly monitor the
10 conduct of a covered game, an agent of the SCA may have, without
11 prior notice, reasonable access to all public areas of a facility
12 where a covered game is conducted under this compact. An SCA agent
13 may not enter a nonpublic area of a facility without giving the
14 commission notice of the agent's arrival 24 hours before the hour of
15 the agent's arrival and, on arrival, providing proper photographic
16 identification. A commission officer shall accompany an SCA agent
17 in a nonpublic area of a facility.

18 B. Subject to this compact, an SCA agent has the right to
19 review and request a copy of a document of the facility related to
20 the conduct of a covered game. The review and copying of the
21 document must be during normal business hours unless otherwise
22 allowed by the Tribe at the Tribe's discretion. The Tribe may not
23 refuse an inspection or request to copy a document, provided that an
24 agent cannot require copies of documents in a volume that
25 unreasonably interferes with the normal functioning of the facility
26 or a covered game.

27 C. After an SCA inspection or investigation, the SCA shall

1 send to the commission a written report of the inspection or
2 investigation that contains all pertinent, nonconfidential,
3 nonproprietary information about a violation of an applicable law
4 or this compact discovered during an inspection or investigation
5 unless disclosure of the information would adversely affect an
6 investigation of suspected criminal activity. This compact does
7 not prevent the SCA from contacting a tribal or federal law
8 enforcement authority about suspected criminal wrongdoing
9 involving the commission.

10 D. This compact does not authorize the State to regulate the
11 Tribe's government or the commission or to interfere with the
12 Tribe's selection of the Tribe's governmental officers or members
13 of the commission.

14 PART IX. JURISDICTION

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

18 PART X. LICENSING

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

22 PART XI. PAYMENTS TO THE STATE OF TEXAS

23 A. The parties acknowledge and recognize that this compact
24 provides the Tribe with substantial exclusivity and, consistent
25 with the goals of the IGRA, special opportunities for tribal
26 economic opportunity through covered gaming activity in the State.
27 In consideration of the substantial exclusivity, if the State does

1 not after January 1, 2009, permit the operation of any additional
2 form of gaming within 200 nautical miles of the boundary of the
3 Tribe's reservation, the Tribe agrees to pay the State a fee derived
4 from covered game revenues in an amount equal to three percent of
5 the net win received by the Tribe in a calendar year from the play of
6 Class III covered games. The fee is due and payable not later than
7 the 20th day after the last date of the preceding quarter for the
8 revenue received by the Tribe in the preceding quarter.

9 B. Payment of the fees due under Part XI.A of this compact
10 must be made to the comptroller of public accounts. Nothing in this
11 compact allocates the fees to a particular State purpose, including
12 regulatory responsibilities under this compact.

13 C. This compact does not authorize the State to impose any
14 tax, fee, charge, or assessment on the Tribe.

15 PART XII. DISPUTE RESOLUTION

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

20 A. A party asserting noncompliance or seeking an
21 interpretation of this compact first shall serve written notice on
22 the other party. The notice must identify the provision alleged to
23 have been violated or in dispute and must specify in detail the
24 factual basis for the claim. Representatives of the Tribe and State
25 shall meet in an effort to resolve the dispute not later than the
26 30th day after the date of receipt of notice unless the parties
27 mutually agree to extend the time.

1 B. A party asserting noncompliance or seeking an
2 interpretation of this compact is deemed to have certified that to
3 the best of the party's knowledge, information, and belief, formed
4 after reasonable inquiry, the claim of noncompliance or the request
5 for interpretation of this compact is warranted and made in good
6 faith and not for any improper purpose, such as to harass or to
7 cause unnecessary delay or expense to resolve the dispute.

8 C. If the parties are unable to resolve a dispute
9 through the process specified in Parts XII.A and XII.B of this
10 compact, either party can call for mediation under the Commercial
11 Mediation Procedures of the American Arbitration Association (AAA)
12 or any such successor procedures, provided that the mediation does
13 not last more than 15 days unless the parties agree to an extension
14 to this time limit. Mediation is only available for resolving
15 disputes over matters arising under this compact.

16 D. If the parties are unable to resolve a dispute
17 through the process under Parts XII.A, XII.B, and XII.C of this
18 compact, notwithstanding any other provision of law, the State or
19 Tribe may bring an action in federal district court ("federal
20 court") regarding any dispute arising under this compact in a
21 district in which the federal court has venue. If the federal court
22 declines to exercise jurisdiction, or federal precedent exists that
23 rules that the federal court does not have jurisdiction over the
24 dispute, the State or the Tribe may bring the action in state court.
25 The State or the Tribe are entitled to all rights of appeal
26 permitted by law in the court system in which the action is brought.

27 E. For purposes of an action based solely on a dispute

1 between the State and the Tribe that arises under this compact and
2 the enforcement of any judgment resulting from the action, the
3 State and the Tribe expressly waive the right to assert sovereign
4 immunity from suit and from enforcement of any judgment, and
5 consent to be sued in all levels of federal or state court, provided
6 that:

7 1. the dispute is limited solely to issues
8 arising under this compact;

9 2. the action does not include a claim for
10 monetary damages, other than payment of any money required by the
11 terms of this compact, and injunctive relief or specific
12 performance enforcing a provision of this compact requiring the
13 payment of money to the State may be sought; and

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

18 F. In the event that intervention, joinder, or other
19 participation by a third party in any action between the State and
20 the Tribe would result in the waiver of the State's or the Tribe's
21 sovereign immunity to the third party's claim, the waiver of the
22 State or the Tribe under this compact may be revoked.

23 G. The State may pursue any mediation or judicial
24 remedy against the Tribe if the State failed to exhaust Tribal
25 administrative remedies.

26 H. Notwithstanding anything to the contrary in this
27 part, the Tribe's failure to remit a payment under this compact

1 entitles the State to seek injunctive relief in federal or state
2 court, at the State's sole discretion, to compel the payments after
3 exhausting the dispute resolution process in Parts XII.A and XII.B
4 of this compact.

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

6 A. Each provision, section, and subsection of this compact
7 shall stand separate and independent of every other provision. If a
8 federal district court in Texas or other court of competent
9 jurisdiction finds a provision of this compact to be invalid, the
10 remaining provisions of this compact remain in full force and
11 effect, provided that severing the invalidated provision does not
12 undermine the overall intent of the parties in entering into this
13 compact.

14 B. This compact is intended to meet the requirements of the
15 IGRA on the effective date of this compact, and where reference is
16 made to the IGRA, or to an implementing regulation of the IGRA, the
17 reference is considered to be incorporated into this document as if
18 set in full. Changes to the IGRA after the effective date of this
19 compact that diminish the rights of the State or Tribe may not be
20 applied to alter the terms of this compact, except to the extent
21 that federal law mandates that retroactive application without the
22 respective consent of the State or Tribe.

23 C. The presence or absence of language in this compact that
24 is present in or absent from another compact between the state and
25 another Indian tribe may not be a factor in construing the terms of
26 this compact.

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

1 E. On execution of this compact, the Tribe shall submit the
2 compact to the Secretary of the Interior, and the parties shall
3 cooperate in seeking the Secretary's approval of this compact.

4 PART XIV. NOTICES

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

8 Governor

9 State of Texas

10 State Insurance Building

11 1100 San Jacinto

12 Austin, TX 78701

13 Chairman - Tribal Council

14 Kickapoo Traditional Tribe of Texas

15 HCR1 9700

16 Eagle Pass, TX 78852

17 With copies to the general counsel for each party.

18 PART XV. EFFECTIVE DATE AND TERM

19 A. This compact is effective on approval by the Secretary of
20 the Interior as a tribal-state compact under the IGRA either by
21 publication of the notice of approval in the Federal Register or by
22 operation of law under 25 U.S.C. Section 2710(d)(8)(C).

23 B. This compact has a term of 25 years beginning on the first
24 day of the month following the month in which the compact becomes
25 effective under Part XV.A of this compact. This compact remains in
26 full force and effect until the earlier of expiration of the 25-year
27 term or until terminated by mutual agreement of the parties. If

1 either the State or the Tribe wishes to extend the term of this
2 compact, the party shall notify the other at least 18 months before
3 the date that this compact will expire. The parties shall begin
4 negotiations at least 12 months before the term expires.

5 PART XVI. AMENDMENT OF COMPACT AND APPENDICES

6 Amendment of this compact may only be made by written
7 agreement of the parties, subject to approval by the Secretary
8 either by publication of the notice of approval in the Federal
9 Register or by operation of law under 25 U.S.C. Section
10 2710(d)(8)(C).

11 PART XVII. MISCELLANEOUS

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

15 B. Nothing in this compact shall alter any existing
16 memoranda of understanding, contracts, or other agreements entered
17 into between the Tribe and any other federal, state, or local
18 governmental entity.

19 PART XVIII. EXECUTION

20 The chairman of the Tribal Council of the Kickapoo
21 Traditional Tribe of Texas affirms that the chairman is duly
22 authorized and has the authority to execute this compact on behalf
23 of the Tribe. The chairman also affirms that the chairman will take
24 all appropriate steps to effectuate the purposes and intent of this
25 compact.

26 SECTION 3. This proposed constitutional amendment shall be
27 submitted to the voters at an election to be held November 3, 2009.

H.J.R. No. 5

1 The ballot shall be printed to permit voting for or against the
2 proposition: "The constitutional amendment authorizing the
3 Kickapoo Traditional Tribe of Texas to conduct gaming by executing
4 a gaming agreement with this state."