

By: King of Zavala

H.J.R. No. 113

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, 2011, 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 rule on gaming conducted by the Tribe that is  
16 adopted by the Secretary of State may not be more restrictive than a  
17 rule applicable to other comparable gaming licensed by the State of  
18 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 (Pub. L. No. 100-497).

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 (Pub.  
27 L. No. 100-497) and by the regulations of the National Indian Gaming

1 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 (Pub. L. No. 100-497). Subject to the terms  
15 of this compact, the Tribe has the ultimate responsibility for  
16 ensuring that the operation of each facility conforms to the  
17 requirements of this compact.

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

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

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

1 company that supplies a gaming device on the date this compact was  
2 executed. If the Tribe acquires an interest in a company that  
3 supplies gaming devices, the Tribe may not deduct from the net win a  
4 participation fee for the supplier in which the Tribe has acquired  
5 an interest.

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

9 M. "Rules" means rules adopted by the commission to  
10 implement this compact.

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

12 O. "State compliance agency" ("SCA") means the office  
13 of the Secretary of State or another agency authorized by the  
14 legislature to carry out the State's oversight responsibilities  
15 under this compact.

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

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

21 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

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

25 PART V. RULES; MINIMUM REQUIREMENTS

26 A. During the term of this compact, the Tribe is responsible  
27 for all duties assigned to the Tribe and the commission under this

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

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

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

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

19 2. The Tribe will make available to patrons printed  
20 materials that include contact information for organizations  
21 dedicated to assisting problem gamblers.

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

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

27 This compact does not create a cause of action against the State,

1 the Tribe, the commission, or any other person, entity, or agency  
2 for failing to exclude a patron on the list established under Part  
3 V.C.3. of this compact.

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

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

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

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



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

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

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

1 supervisory authority.

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

19 H. A person under 21 years of age may not play a covered game  
20 unless otherwise permitted by state law.

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

- 23 1. the Tribal gaming ordinance;  
24 2. this compact;  
25 3. the rules of each covered game operated by the  
26 Tribe; and  
27 4. the administrative procedures for addressing

1 patron tort claims under Part VI of this compact.

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

3 CONSENT TO SUIT

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

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

25 C. The Tribe shall ensure that patrons of a facility are  
26 afforded due process in seeking and receiving just and reasonable  
27 compensation arising from a patron's dispute, in connection with

1 the patron's play of a covered game, the amount of a prize that has  
2 been awarded, the failure to award a prize, or the right to receive  
3 a refund.

4 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

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

26 C. Representatives of the commission and the SCA shall meet  
27 at least once each year to review past practices and examine methods

1 to improve the regulatory scheme created by this compact. The  
2 meetings shall take place at a location agreed to by the commission  
3 and the SCA. The SCA, before or during a meeting, shall disclose to  
4 the commission any concerns, suspected activities, or pending  
5 matters reasonably believed to constitute a violation of this  
6 compact by any person, organization, or entity, if the disclosure  
7 will not compromise the interest sought to be protected.

8 PART VIII. STATE MONITORING OF COMPACT

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

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

1 or a covered game.

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

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

16 PART IX. JURISDICTION

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

20 PART X. LICENSING

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

24 PART XI. PAYMENTS TO THE STATE OF TEXAS

25 A. The parties acknowledge and recognize that this compact  
26 provides the Tribe with substantial exclusivity and, consistent  
27 with the goals of the IGRA, special opportunities for tribal

1 economic opportunity through covered gaming activity in the State.  
2 In consideration of the substantial exclusivity, if the State does  
3 not after January 1, 2011, permit the operation of any additional  
4 form of gaming within 200 nautical miles of the boundary of the  
5 Tribe's reservation, the Tribe agrees to pay the State a fee derived  
6 from covered game revenues in an amount equal to three percent of  
7 the net win received by the Tribe in a calendar year from the play of  
8 Class III covered games. The fee is due and payable not later than  
9 the 20th day after the last date of the preceding quarter for the  
10 revenue received by the Tribe in the preceding quarter.

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

15 C. This compact does not authorize the State to impose any  
16 tax, fee, charge, or assessment on the Tribe or an enterprise of the  
17 Tribe.

18 PART XII. DISPUTE RESOLUTION

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

23 A. A party asserting noncompliance or seeking an  
24 interpretation of this compact first shall serve written notice on  
25 the other party. The notice must identify the provision alleged to  
26 have been violated or in dispute and must specify in detail the  
27 factual basis for the claim. Representatives of the Tribe and State

1 shall meet in an effort to resolve the dispute not later than the  
2 30th day after the date of receipt of notice unless the parties  
3 agree to extend the time.

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

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

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



1 dispute, the State or the Tribe may bring the action in state court.  
2 The State and the Tribe are entitled to all rights of appeal  
3 permitted by law in the court system in which the action is brought.

4 E. For purposes of an action based solely on a dispute  
5 between the State and the Tribe that arises under this compact and  
6 the enforcement of any judgment resulting from the action, the  
7 State and the Tribe expressly waive the right to assert sovereign  
8 immunity from suit and from enforcement of any judgment, and  
9 consent to be sued in all levels of federal or state court, provided  
10 that:

11 1. the dispute is limited solely to issues  
12 arising under this compact;

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

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

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

27 G. The State may pursue any mediation or judicial

1 remedy against the Tribe if the State failed to exhaust Tribal  
2 administrative remedies.

3 H. Notwithstanding anything to the contrary in this  
4 part, the Tribe's failure to remit a payment under this compact  
5 entitles the State to seek injunctive relief in federal or state  
6 court, at the State's sole discretion, to compel the payments after  
7 exhausting the dispute resolution process in Parts XII.A and XII.B  
8 of this compact.

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

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

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

27 C. The presence or absence of language in this compact that

1 is present in or absent from another compact between a state and  
2 another Indian tribe may not be a factor in construing the terms of  
3 this compact.

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

5 E. On execution of this compact, the Tribe shall submit the  
6 compact to the Secretary of the Interior, and the parties shall  
7 cooperate in seeking the Secretary's approval of this compact.

8 PART XIV. NOTICES

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

12 Governor

13 State of Texas

14 State Insurance Building

15 1100 San Jacinto

16 Austin, TX 78701

17 Chairman - Tribal Council

18 Kickapoo Traditional Tribe of Texas

19 HCR1 9700

20 Eagle Pass, TX 78852

21 With copies to the general counsel for each party.

22 PART XV. EFFECTIVE DATE AND TERM

23 A. This compact is effective on approval either by the  
24 Secretary of the Interior as a tribal-state compact under the IGRA  
25 or by operation of law and on publication of the notice of approval  
26 in the Federal Register.

27 B. This compact has a term of 25 years beginning on the day

1 the compact becomes effective under Part XV.A of this compact. This  
2 compact remains in full force and effect until the earlier of the  
3 25th anniversary of the day the compact becomes effective or until  
4 terminated by agreement of the parties. If either the State or the  
5 Tribe wishes to extend the term of this compact, the party shall  
6 notify the other at least 18 months before the date that this  
7 compact will expire. The parties shall begin negotiations at least  
8 12 months before the term expires.

9 PART XVI. AMENDMENT OF COMPACT

10 Amendment of this compact may only be made by written  
11 agreement of the parties, subject to approval either by the  
12 Secretary of the Interior or by operation of law and is effective on  
13 publication of the notice of approval in the Federal Register.

14 PART XVII. MISCELLANEOUS

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

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

22 PART XVIII. EXECUTION

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

1 compact.

2       SECTION 3. This proposed constitutional amendment shall be  
3 submitted to the voters at an election to be held November 8, 2011.  
4 The ballot shall be printed to permit voting for or against the  
5 proposition: "The constitutional amendment authorizing the  
6 Kickapoo Traditional Tribe of Texas to conduct gaming by executing  
7 a gaming agreement with this state."