

By: Nevarez

H.J.R. No. 98

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 this 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 this state and the Tribe for
22 purposes of the federal Indian Gaming Regulatory Act (Pub. L. No.
23 100-497). The Tribe is 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 United States Secretary of the Interior for approval and
4 publication in the Federal Register.

5 (b) If, after January 1, 2013, video lottery terminals, slot
6 machines, or other forms of gaming are authorized under state law
7 within 200 nautical miles of the boundary of the Kickapoo
8 Traditional Tribe's reservation near Eagle Pass, Texas, the Tribe
9 may offer a number of games or devices at a location selected by the
10 Tribe equal to the number of games or devices authorized under state
11 law for other locations. The location must be within 300 nautical
12 miles of the boundary of the Kickapoo Traditional Tribe's
13 reservation but may not be within 30 nautical miles of a licensed
14 horse or greyhound racetrack in operation on the effective date of
15 the agreement executed under Subsection (a) of this section. The
16 gaming shall be regulated by the Tribe and the Secretary of State.
17 A rule on gaming conducted by the Tribe that is adopted by the
18 Secretary of State may not be more restrictive than a rule
19 applicable to other comparable gaming licensed by this state.

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

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

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

Indian lands as defined by Section 4(4), Indian Gaming Regulatory Act (25 U.S.C. Section 2703(4)).

PART I. TITLE

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

PART II. RECITALS

1. The Tribe is a federally recognized tribal government with sovereign powers and rights of self-government. The Tribe is the only tribe in the State with gaming rights under the federal Indian Gaming Regulatory Act (Pub. L. No. 100-497).

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

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

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

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

PART III. DEFINITIONS

In this compact:

A. "Class III gaming" means the forms of Class III gaming defined in Section 4(8), Indian Gaming Regulatory Act (25

1 U.S.C. Section 2703(8)) and by the regulations of the National
2 Indian Gaming Commission.

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

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

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

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

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

1 covered game component.

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

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

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

12 H. "Facility" or "facilities" means a building of the
13 Tribe in which a covered game authorized by this compact is
14 conducted on the Tribe's Indian lands as defined by the Indian
15 Gaming Regulatory Act (Pub. L. No. 100-497). Subject to the terms
16 of this compact, the Tribe has the ultimate responsibility for
17 ensuring that the operation of each facility conforms to the
18 requirements of this compact.

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

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

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

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

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

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

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

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

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

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

22 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

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

26 PART V. RULES; MINIMUM REQUIREMENTS

27 A. During the term of this compact, the Tribe is responsible

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

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

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

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

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

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

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

1 This compact does not create a cause of action against the State,
2 the Tribe, the commission, or any other person, entity, or agency
3 for failing to exclude a patron on the list established under Part
4 V.C.3. of this compact.

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

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

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

24 8. The Tribe shall assure that advertising and
25 marketing of the covered games at the facilities contain a
26 responsible gambling message and a toll-free help line number for
27 problem gamblers where practical and that the advertising and

1 marketing messages do not make any false or misleading claims.

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

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

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

1 notify the commission and the SCA of any material change to the
2 supervisory authority.

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

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

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

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

1 4. the administrative procedures for addressing
2 patron tort claims under Part VI of this compact.

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

4 CONSENT TO SUIT

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

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

26 C. The Tribe shall ensure that patrons of a facility are
27 afforded due process in seeking and receiving just and reasonable

1 compensation arising from a patron's dispute, in connection with
2 the patron's play of a covered game, the amount of a prize that has
3 been awarded, the failure to award a prize, or the right to receive
4 a refund.

5 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

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

27 C. Representatives of the commission and the SCA shall meet

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

9 PART VIII. STATE MONITORING OF COMPACT

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

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

1 unreasonably interferes with the normal functioning of the facility
2 or a covered game.

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

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

17 PART IX. JURISDICTION

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

21 PART X. LICENSING

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

25 PART XI. PAYMENTS TO THE STATE OF TEXAS

26 A. The parties acknowledge and recognize that this compact
27 provides the Tribe with substantial exclusivity and, consistent

1 with the goals of the IGRA, special opportunities for tribal
2 economic opportunity through covered gaming activity in the State.
3 In consideration of the substantial exclusivity, if the State does
4 not after January 1, 2013, authorize the operation of any
5 additional form of gaming within 200 nautical miles of the boundary
6 of the Tribe's reservation, the Tribe agrees to pay the State a
7 percentage of the revenue derived from covered game revenues in an
8 amount equal to three percent of the net win received by the Tribe
9 in a calendar year from the play of Class III covered games. The
10 amount is due and payable not later than the 20th day after the last
11 date of the preceding quarter for the revenue received by the Tribe
12 in the preceding quarter.

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

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

20 PART XII. DISPUTE RESOLUTION

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

25 A. A party asserting noncompliance or seeking an
26 interpretation of this compact first shall serve written notice on
27 the other party. The notice must identify the provision alleged to

1 have been violated or in dispute and must specify in detail the
2 factual basis for the claim. Representatives of the Tribe and State
3 shall meet in an effort to resolve the dispute not later than the
4 30th day after the date of receipt of notice unless the parties
5 agree to extend the time.

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

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

22 D. If the parties are unable to resolve a dispute
23 through the process under Parts XII.A, XII.B, and XII.C of this
24 compact, notwithstanding any other provision of law, the State or
25 Tribe may bring an action in federal district court ("federal
26 court") regarding any dispute arising under this compact in a
27 district in which the federal court has venue. If the federal court

1 declines to exercise jurisdiction, or federal precedent exists that
2 rules that the federal court does not have jurisdiction over the
3 dispute, the State or the Tribe may bring the action in state court.
4 The State and the Tribe are entitled to all rights of appeal
5 permitted by law in the court system in which the action is brought.

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

13 1. the dispute is limited solely to issues
14 arising under this compact;

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

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

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

1 State or the Tribe under this compact may be revoked.

2 G. The State may pursue any mediation or judicial
3 remedy against the Tribe if the State failed to exhaust Tribal
4 administrative remedies.

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

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

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

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

respective consent of the State or Tribe.

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

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

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

PART XIV. NOTICES

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

Governor

State of Texas

State Insurance Building

1100 San Jacinto

Austin, TX 78701

Chairman - Tribal Council

Kickapoo Traditional Tribe of Texas

HCR1 9700

Eagle Pass, TX 78852

With copies to the general counsel for each party.

PART XV. EFFECTIVE DATE AND TERM

A. This compact is effective on approval either by the United States Secretary of the Interior as a tribal-state compact

1 under the IGRA or by operation of law and on publication of the
2 notice of approval in the Federal Register.

3 B. This compact has a term of 25 years beginning on the day
4 the compact becomes effective under Part XV.A of this compact. This
5 compact remains in full force and effect until the earlier of the
6 25th anniversary of the day the compact becomes effective or until
7 terminated by agreement of the parties. If either the State or the
8 Tribe wishes to extend the term of this compact, the party shall
9 notify the other at least 18 months before the date that this
10 compact will expire. The parties shall begin negotiations at least
11 12 months before the term expires.

12 PART XVI. AMENDMENT OF COMPACT

13 Amendment of this compact may only be made by written
14 agreement of the parties, subject to approval either by the United
15 States Secretary of the Interior or by operation of law and is
16 effective on publication of the notice of approval in the Federal
17 Register.

18 PART XVII. MISCELLANEOUS

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

22 B. Nothing in this compact shall alter any existing
23 memoranda of understanding, contracts, or other agreements entered
24 into between the Tribe and any other federal, state, or local
25 governmental entity.

26 PART XVIII. EXECUTION

27 The chairman of the Tribal Council of the Kickapoo

1 Traditional Tribe of Texas affirms that the chairman is duly
2 authorized and has the authority to execute this compact on behalf
3 of the Tribe. The chairman also affirms that the chairman will take
4 all appropriate steps to effectuate the purposes and intent of this
5 compact.

6 (d) The Secretary of State may adopt rules necessary for
7 this state to carry out its responsibilities under this section
8 unless the Legislature enacts laws authorizing another state agency
9 to administer this section.

10 (e) All shipments of gaming equipment or other gaming
11 devices into, out of, or within this state authorized under this
12 section or a law enacted under this section are legal shipments of
13 the devices and are exempt from the provisions of 15 U.S.C. Sections
14 1171-1178 prohibiting the transportation of gambling devices.

15 SECTION 3. This proposed constitutional amendment shall be
16 submitted to the voters at an election to be held November 5, 2013.
17 The ballot shall be printed to permit voting for or against the
18 proposition: "The constitutional amendment authorizing the
19 Kickapoo Traditional Tribe of Texas to conduct gaming by executing
20 a gaming agreement with this state."