86R3314 ADM-F

By:  Nevárez H.J.R. No. 68

A JOINT RESOLUTION

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

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

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

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

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

Sec. 47a.  (a) The chairman of the federally recognized Kickapoo Traditional Tribe of Texas may execute a gaming agreement containing the terms set forth in Subsection (c) of this section on receipt of a duly enacted resolution of the governing body of the tribe authorizing the chairman to execute the agreement and on provision of a copy of the resolution to the governor. The governor or this state is not required to take any further action before the gaming agreement becomes effective. The executed gaming agreement constitutes a gaming compact between this state and the tribe for purposes of the federal Indian Gaming Regulatory Act (Pub. L. No. 100-497). The tribe is responsible for:

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

(2)  submitting a copy of the executed agreement to the United States secretary of the interior for approval and publication in the Federal Register.

(b)  If, after January 1, 2019, video lottery terminals, slot machines, or other forms of gaming are authorized under state law within 200 nautical miles of the boundary of the Kickapoo Traditional Tribe's reservation near Eagle Pass, Texas, the tribe is authorized to offer at a location designated by the tribe the same types of games or devices as authorized under state law. The number of games or devices authorized at the location is equal to the maximum number of games or devices authorized under state law for other gaming locations. The location must be on land owned or leased by the tribe that is within 300 nautical miles of the boundary of the Kickapoo Traditional Tribe's reservation but may not be within 30 nautical miles of a licensed horse or greyhound racetrack in operation on the effective date of the agreement executed under Subsection (a) of this section.

(c)  The tribe and the secretary of state shall regulate the gaming authorized under Subsection (b) of this section. The secretary of state may not adopt a rule on gaming conducted by the tribe that is more restrictive than a rule applicable to other comparable gaming licensed by this state. A tax or fee may not be imposed on the tribe in an amount that exceeds the amount of a tax or fee imposed on the operators of other gaming locations or facilities in this state.

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

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

This Agreement is entered into between the Kickapoo Traditional Tribe of Texas, a federally recognized Indian Tribe ("Tribe"), and the State of Texas ("State"), with respect to the 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 U.S.C. Section 2703(8)), and by the regulations of the National Indian Gaming Commission.

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

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

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

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

1.  managers and assistant managers;

2.  accounting personnel;

3.  commission officers;

4.  surveillance and security personnel;

5.  cashiers, supervisors, and floor personnel;

6.  cage personnel; and

7.  any other employee whose employment duties require or authorize access to areas of a facility related to the conduct of a covered game or the technical support or storage of a covered game component.

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

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

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

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

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

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

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

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

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

N.  "State" means the State of Texas.

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

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

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

PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

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

PART V. RULES; MINIMUM REQUIREMENTS

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

B.  All facilities must comply with and all covered games must be operated in accordance with this compact. All facilities must be operated in strict compliance with tribal internal control standards that must provide a level of control that equals or exceeds the standards in the National Indian Gaming Commission's Minimum Internal Control Standards (25 C.F.R. Part 542) as the standards existed on the effective date of this compact, regardless of whether the standards are subsequently repealed or replaced.

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

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

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

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

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

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

6.  All covered game employees shall receive training to identify a patron who may have a problem with compulsive gambling and instruct the patron to leave. Signs bearing a toll-free help line number and educational and informational materials must be made available at conspicuous locations and ATMs in each facility. The signs must be designed to prevent problem gaming and must specify locations at which patrons may receive counseling or assistance for gambling problems. Nothing in this part of this compact creates a cause of action or claim against the State, the Tribe, the commission, or any other person, entity, or agency for failing to identify a patron or person who is a compulsive gambler or failing to instruct that person to leave.

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

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

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

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

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

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

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

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

1.  the Tribal gaming ordinance;

2.  this compact;

3.  the rules of each covered game operated by the Tribe; and

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

PART VI. PATRON DISPUTES; TORT CLAIMS; PRIZE CLAIMS; LIMITED CONSENT TO SUIT

A.  All patron disputes shall be resolved under the procedures established by Section 11 of the Tribe's Gaming Ordinance.

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

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

PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

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

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

PART VIII. STATE MONITORING OF COMPACT

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

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

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

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

PART IX. JURISDICTION

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

PART X. LICENSING

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

PART XI. PAYMENTS TO THE STATE OF TEXAS

A.  The parties acknowledge and recognize that this compact provides the Tribe with substantial exclusivity and, consistent with the goals of the IGRA, special opportunities for tribal economic opportunity through covered gaming activity in the State. In consideration of the substantial exclusivity, only while the State does not, after January 1, 2019, authorize or allow the operation of any additional form of gaming, including slot machines, video lottery terminals, video pull-tab games, electronic bingo, banked and banking card games, or another type of table gaming game, within 200 nautical miles of the boundary of the Tribe's reservation, the Tribe agrees to pay the State a percentage of the revenue derived from covered game revenues in an amount equal to three percent of the net win received by the Tribe in a calendar year from the play of Class III covered games. The amount is due and payable not later than the 20th day after the last date of the preceding quarter for the revenue received by the Tribe in the preceding quarter.

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

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

PART XII. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

PART XIII. CONSTRUCTION OF COMPACT; SEVERANCE; FEDERAL APPROVAL

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

B.  This compact is intended to meet the requirements of the IGRA on the effective date of this compact, and where reference is made to the IGRA, or to an implementing regulation of the IGRA, the reference is considered to be incorporated into this document as if set in full. Changes to the IGRA after the effective date of this compact that diminish the rights of the State or Tribe may not be applied to alter the terms of this compact, except to the extent 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.

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

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

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

PART XVI. AMENDMENT OF COMPACT

Amendment of this compact may be made only by written agreement of the parties, subject to approval either by the United States secretary of the interior or by operation of law, and is effective on publication of the notice of approval in the Federal Register.

PART XVII. MISCELLANEOUS

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

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

PART XVIII. EXECUTION

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

(e)  The secretary of state may adopt rules necessary for this state to carry out its responsibilities under this section unless the Legislature enacts laws authorizing another state agency to administer this section. The rules may not apply to the tribe.

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

SECTION 3.  This proposed constitutional amendment shall be submitted to the voters at an election to be held November 5, 2019. The ballot shall be printed to permit voting for or against the proposition: "The constitutional amendment authorizing the Kickapoo Traditional Tribe of Texas to conduct gaming by executing a gaming agreement with this state."