

By: Nevárez

H.J.R. No. 68

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; providing for licensing of persons under  
4 the agreement; limiting certain taxes and fees.

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

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

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

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

14 Sec. 47a. (a) The chairman of the federally recognized  
15 Kickapoo Traditional Tribe of Texas may execute a gaming agreement  
16 containing the terms set forth in Subsection (c) of this section on  
17 receipt of a duly enacted resolution of the governing body of the  
18 tribe authorizing the chairman to execute the agreement and on  
19 provision of a copy of the resolution to the governor. The governor  
20 or this state is not required to take any further action before the  
21 gaming agreement becomes effective. The executed gaming agreement  
22 constitutes a gaming compact between this state and the tribe for  
23 purposes of the federal Indian Gaming Regulatory Act (Pub. L. No.  
24 100-497). The tribe is responsible for:

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

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

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

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

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

3        GAMING AGREEMENT BETWEEN THE KICKAPOO TRADITIONAL TRIBE OF TEXAS

4                                AND THE STATE OF TEXAS

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

11                                PART I. TITLE

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

14                                PART II. RECITALS

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

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

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

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

27        5. The gaming under this agreement will further the purposes

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

5 PART III. DEFINITIONS

6 In this compact:

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

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

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

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

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

27 1. managers and assistant managers;

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

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

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

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

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

27           I. "IGRA" means the Indian Gaming Regulatory Act (Pub.

1 L. No. 100-497).

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

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

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

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

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

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

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

27 Q. "Video lottery terminal" means an electronic game

1 of chance connected to a centralized computer system operated by  
2 the Tribe.

3 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES

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

7 PART V. RULES; MINIMUM REQUIREMENTS

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

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

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

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

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

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

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

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

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

1 Tribe, the commission, or any other person, entity, or agency for  
2 failing to identify a patron or person who is a compulsive gambler  
3 or failing to instruct that person to leave.

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

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

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

1 independent financial audit if the Tribe is found not to be in  
2 compliance with this compact.

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

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

13 G. The Tribe shall continue to maintain a proactive approach  
14 to prevent improper alcohol sales, drunk driving, underage  
15 drinking, and underage gambling that involves extensive staff  
16 training and certification, patron education, and the use of  
17 security personnel and surveillance equipment to enhance patrons'  
18 enjoyment of the facilities and provide for patron safety. Staff  
19 training must include specialized employee training in nonviolent  
20 crisis intervention, driver's license verification, and the  
21 detection of intoxication. Patron education may be accomplished by  
22 printing a notice on a valet parking stub, posting a sign in the  
23 facilities, and publishing brochures. The facilities must have  
24 roving and fixed security officers, along with surveillance  
25 cameras, to assist in the detection of intoxicated patrons,  
26 investigate problems, and engage patrons to de-escalate volatile  
27 situations. This part of this compact does not create a cause of

1 action or claim against the State, the Tribe, the commission, or any  
2 other person, entity, or agency for failing to fulfill a  
3 requirement of this part.

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

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

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

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

17 CONSENT TO SUIT

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

21 B. The Tribe shall ensure that a patron of a facility is  
22 afforded due process in seeking and receiving just and reasonable  
23 compensation for a tort claim for personal injury or property  
24 damage against a facility arising out of an incident occurring at a  
25 facility. During the term of this compact, the Tribe shall maintain  
26 public liability insurance for the express purpose of providing  
27 coverage for a tort claim. The insurance must have liability limits

1 of not less than \$250,000 for any one person and \$500,000 for any  
2 one occurrence for personal injury, and \$100,000 for any one  
3 occurrence for property damage, or the corresponding limits under  
4 Section 101.023(a), Texas Civil Practice and Remedies Code,  
5 whichever is greater. A tort claim, including a claim for  
6 compensatory and punitive damages, costs, prejudgment interest,  
7 and attorney's fees arising out of any claim brought or asserted  
8 against the Tribe, its subordinate governmental and economic units,  
9 and any Tribal officials, employees, servants, or agents in their  
10 official capacities, may not be paid in an amount that exceeds the  
11 limits of liability of insurance.

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

18 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

24 B. A commission compliance officer shall be available to a  
25 facility during operation on reasonable notice and shall have  
26 immediate and complete access to a facility to ensure compliance  
27 with this compact. The commission shall investigate a suspected or

1 reported violation of this part of this compact and shall timely  
2 file an official written report of the investigation and action  
3 taken on the violation, and shall send a copy of the investigative  
4 report to the SCA not later than the 30th day after the date the  
5 commission files the report. The scope of the report must be  
6 determined by a memorandum of understanding between the commission  
7 and the SCA as soon as practicable after the effective date of this  
8 compact. A violation must be reported immediately to the  
9 commission, and the commission shall immediately forward the  
10 violation to the SCA. In addition, the commission shall promptly  
11 report to the SCA a violation which the commission independently  
12 discovers.

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

22 PART VIII. STATE MONITORING OF COMPACT

23 A. The SCA may, under this compact, monitor the conduct of a  
24 covered game to ensure the covered game is conducted in compliance  
25 with this compact. In order to properly monitor the conduct of a  
26 covered game, an agent of the SCA may have, without prior notice,  
27 reasonable access to all public areas of a facility where a covered

1 game is conducted under this compact. An SCA agent must report to a  
2 commission officer immediately on arrival at the facility. An SCA  
3 agent may not enter a nonpublic area of a facility without giving  
4 the commission notice of the agent's arrival 24 hours before the  
5 hour of the agent's arrival and, on arrival, providing proper  
6 photographic identification. A commission officer shall accompany  
7 an SCA agent in a nonpublic area of a facility.

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

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

27 D. This compact does not authorize the State to regulate the

1 Tribe's government or the commission or to interfere with the  
2 Tribe's selection of the Tribe's governmental officers or members  
3 of the commission.

4 PART IX. JURISDICTION

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

8 PART X. LICENSING

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

12 PART XI. PAYMENTS TO THE STATE OF TEXAS

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

1 preceding quarter for the revenue received by the Tribe in the  
2 preceding quarter.

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

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

10 PART XII. DISPUTE RESOLUTION

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

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

23 B. A party asserting noncompliance or seeking an  
24 interpretation of this compact is considered to have certified that  
25 to the best of the party's knowledge, information, and belief,  
26 formed after reasonable inquiry, the claim of noncompliance or the  
27 request for interpretation of this compact is warranted and made in

1 good faith and not for any improper purpose, such as to harass or to  
2 cause unnecessary delay or expense to resolve the dispute.

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

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

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

1 that:

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

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

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

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

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

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

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

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

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

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

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

24 E. On execution of this compact, the Tribe shall submit the  
25 compact to the United States secretary of the interior, and the  
26 parties shall cooperate in seeking the secretary's approval of this  
27 compact.

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

4 PART XIV. NOTICES

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

8 Governor

9 State of Texas

10 State Insurance Building

11 1100 San Jacinto

12 Austin, TX 78701

13 Chairman - Tribal Council

14 Kickapoo Traditional Tribe of Texas

15 HCR1 9700

16 Eagle Pass, TX 78852

17 With copies to the general counsel for each party.

18 PART XV. EFFECTIVE DATE AND TERM

19 A. This compact is effective on approval either by the  
20 United States secretary of the interior as a tribal-state compact  
21 under the IGRA or by operation of law and on publication of the  
22 notice of approval in the Federal Register.

23 B. This compact has a term of 25 years beginning on the day  
24 the compact becomes effective under Part XV.A of this compact. This  
25 compact remains in full force and effect until the earlier of the  
26 25th anniversary of the day the compact becomes effective or until  
27 terminated by agreement of the parties. If either the State or the

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

5 PART XVI. AMENDMENT OF COMPACT

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

11 PART XVII. MISCELLANEOUS

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

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

19 PART XVIII. EXECUTION

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

26 (e) The secretary of state may adopt rules necessary for  
27 this state to carry out its responsibilities under this section

1 unless the Legislature enacts laws authorizing another state agency  
2 to administer this section. The rules may not apply to the tribe.

3 (f) All shipments of gaming equipment or other gaming  
4 devices into, out of, or within this state authorized under this  
5 section or a law enacted under this section are legal shipments of  
6 the devices and are exempt from the provisions of 15 U.S.C. Sections  
7 1171-1178 prohibiting the transportation of gambling devices.

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