

By: Gutierrez

S.J.R. No. 30

A JOINT RESOLUTION

1 proposing a constitutional amendment authorizing the Kickapoo
2 Traditional Tribe of Texas to conduct gaming by executing a gaming
3 compact with this state; providing for occupational licensing
4 under the compact; 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 compact
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 compact and on
19 provision of a copy of the resolution to the governor of this state.
20 The governor is not required to take any further action before the
21 gaming compact becomes effective. The executed gaming compact
22 constitutes a gaming compact between this state and the Kickapoo
23 Traditional Tribe of Texas for purposes of the federal Indian
24 Gaming Regulatory Act (Pub. L. No. 100-497). The tribe is

1 responsible for:

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

4 (2) submitting a copy of the executed compact to the
5 United States Secretary of the Interior for approval and
6 publication in the Federal Register.

7 (b) If, after January 1, 2024, this state by general law or
8 constitutional amendment authorizes video lottery terminals, slot
9 machines, or other forms of gaming not otherwise authorized before
10 that date within 200 miles of the boundary of the reservation of the
11 Kickapoo Traditional Tribe of Texas near Eagle Pass, Texas, the
12 tribe is authorized to offer the same types of games or devices as
13 authorized under that law or amendment at a location designated by
14 the tribe. The number of games or devices authorized at the
15 location is equal to any maximum number of games or devices
16 authorized under that law or amendment for other gaming locations.
17 The location must be on land owned or leased by the Kickapoo
18 Traditional Tribe of Texas that is within 300 miles of the boundary
19 of the tribe's reservation but may not be within 30 miles of a
20 racetrack that holds a license under state law to conduct
21 pari-mutuel wagering on horse or greyhound racing on the effective
22 date of the compact executed under Subsection (a) of this section.
23 The gaming authorized under this subsection shall be regulated by
24 the Kickapoo Traditional Tribe of Texas and the Secretary of State.
25 A rule on gaming conducted by the tribe that is adopted by the
26 Secretary of State may not be more restrictive than a rule
27 applicable to other comparable types of gaming licensed by this

1 state. A tax or fee may not be imposed on the tribe in an amount
2 that exceeds the amount of a tax or fee imposed on the operators of
3 other gaming facilities in this state.

4 (c) A gaming compact executed under Subsection (a) of this
5 section must be in the form and contain the provisions as follows:

6 THE KICKAPOO TRADITIONAL TRIBE OF TEXAS AND THE STATE OF TEXAS
7 GAMING COMPACT

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

14 PART I. TITLE

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

17 PART II. RECITALS

18 1. The Tribe is a federally recognized tribal government
19 with sovereign powers and rights of self-government. The Tribe has
20 special gaming rights under the federal Indian Gaming Regulatory
21 Act (Pub. L. No. 100-497).

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

24 3. The State and the Tribe maintain a
25 government-to-government relationship, and this compact will
26 foster mutual respect and understanding between Indians and
27 non-Indians.

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

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

8 PART III. DEFINITIONS

9 In this compact:

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

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

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

20 D. "Covered game" or "covered gaming activity" means
21 Class III gaming activities that were determined to be available to
22 the Tribe by the United States Department of the Interior, video
23 lottery terminals, and any other Class III game of chance or skill
24 authorized by State law for any person after January 1, 2024.

25 E. "Covered game employee" or "covered employee" means
26 an individual employed and licensed by the Tribe whose
27 responsibilities include providing services related to the

1 operation, maintenance, or management of covered games. The term:

2 (1) includes:

3 a. managers and assistant managers;

4 b. accounting personnel;

5 c. commission officers;

6 d. surveillance and security personnel;

7 e. cashiers, supervisors, and floor
8 personnel;

9 f. cage personnel; and

10 g. any other employee whose employment
11 duties require or authorize access to areas of a facility related to
12 the conduct of a covered game or the technical support or storage of
13 a covered game component; and

14 (2) does not include an elected official of the
15 Tribe who is not directly involved in the operation, maintenance,
16 or management of a covered game or covered game component.

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

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

23 H. "Facility" or "facilities" means a building or
24 buildings of the Tribe in which a covered game authorized by this
25 compact is conducted on the Tribe's Indian lands as defined by the
26 Indian Gaming Regulatory Act (Pub. L. No. 100-497). Subject to the
27 terms of this compact, the Tribe has the ultimate responsibility

1 for ensuring that the operation of each facility conforms to the
2 requirements of this compact.

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

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

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

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

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

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

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

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

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

1 PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES; LIMITATION
2 ON PARTICIPATION FEE DEDUCTION

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

6 B. The Tribe acknowledges that the Tribe did not hold an
7 interest in a company that supplies a gaming device on the date this
8 compact was executed. If the Tribe acquires an interest in a
9 company that supplies gaming devices, the Tribe may not deduct from
10 the net win a participation fee for the supplier in which the Tribe
11 has acquired an interest.

12 PART V. RULES; MINIMUM REQUIREMENTS

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

23 B. All facilities must comply with and all covered games
24 must be operated in accordance with this compact. All facilities
25 must be operated in strict compliance with tribal internal control
26 standards that must provide a level of control that equals or
27 exceeds the minimum internal control standards for Class III gaming

1 recommended by the National Indian Gaming Commission on August 14,
2 2018, as the standards may be updated from time to time.

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

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

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

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

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

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

23 6. All covered game employees who interact with
24 patrons shall receive training to identify a patron who may have a
25 problem with compulsive gambling and instruct the patron to leave.
26 Signs bearing a toll-free help line number and educational and
27 informational materials must be made available at conspicuous

1 locations and ATMs in each facility. The signs must be designed in
2 a manner that is aimed at preventing problem gambling and that
3 specifies where patrons may receive counseling or assistance for
4 gambling problems. Nothing in this part of this compact creates a
5 cause of action or claim against the State, the Tribe, the
6 commission, or any other person, entity, or agency for failing to
7 identify a patron or person who is a compulsive gambler or asking
8 that person to leave.

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

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

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

1 covered games information. The annual independent financial audit
2 must be performed by an independent accounting firm with experience
3 in auditing casino operations, selected by the State and subject to
4 the Tribe's consent, which may not be unreasonably withheld. The
5 Tribe shall pay the accounting firm for the costs of the annual
6 independent financial audit if the Tribe is found not to be in
7 compliance with this compact.

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

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

18 G. The Tribe shall continue to maintain a proactive approach
19 to prevent improper alcohol sales, drunk driving, underage
20 drinking, and underage gambling that involves extensive staff
21 training and certification, patron education, and the use of
22 security personnel and surveillance equipment to enhance patrons'
23 enjoyment of the facilities and provide for patron safety. Staff
24 training must include specialized employee training in nonviolent
25 crisis intervention, driver's license verification, and the
26 detection of intoxication. Patron education may be accomplished by
27 printing a notice on a valet parking stub, posting a sign in the

1 facilities, and publishing brochures. The facilities must have
2 roving and fixed security officers, along with surveillance
3 cameras, to assist in the detection of intoxicated patrons,
4 investigate problems, and engage patrons to de-escalate volatile
5 situations. This part of this compact does not create a cause of
6 action or claim against the State, the Tribe, the commission, or any
7 other person, entity, or agency for failing to fulfill a
8 requirement of this part.

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

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

- 15 1. the tribal gaming ordinance;
- 16 2. this compact;
- 17 3. the rules of each covered game operated by the
18 Tribe; and
- 19 4. the administrative procedures for addressing
20 patron tort claims under Part VI of this compact.

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

22 CONSENT TO SUIT

23 A. All Patron disputes shall be resolved under the
24 procedures established by the Tribe's Gaming Ordinance and such
25 remedies must be exhausted.

26 B. If a Patron is not satisfied with the outcome of a tort
27 claim the Patron submitted under the procedures established by the

1 Tribe's Gaming Ordinance, that Patron may pursue a tort claim in
2 Maverick County District Court for personal injury or property
3 damage against the Kickapoo Lucky Eagle Casino arising out of an
4 incident occurring at a facility. For tort claims brought in a
5 Maverick County District Court under this section against the
6 Kickapoo Lucky Eagle Casino, the Tribe agrees to waive its Tribal
7 sovereign immunity to the same extent as the State waives its
8 sovereign immunity, as specified in Sections 101.023(a) and
9 101.025(a), Civil Practice and Remedies Code, as amended by the
10 Texas Legislature. The Tribe and its insurance carrier are
11 prohibited from invoking tribal sovereign immunity for tort claims
12 up to the limits to which the State has waived sovereign immunity as
13 set forth in Section 101.023(a), Civil Practice and Remedies Code,
14 as amended by the Texas Legislature, provided that the provision
15 remains the same for State agencies as for the Tribe, but the Tribe
16 and its insurance carrier are permitted to assert any available
17 statutory or common law defense for tort claims of Patrons made
18 under this section.

19 C. In no event shall the Tribe be considered to have waived
20 its Tribal immunity from suit beyond the limits set forth in Section
21 101.023(a), Civil Practice and Remedies Code. These limitations
22 are intended to include liability for compensatory damages, costs,
23 prejudgment interest, punitive damages, and attorney fees if
24 otherwise allowable under state law arising out of any tort claim
25 brought or asserted against the Tribe, its subordinate governmental
26 and economic units, any tribal officials, employees, servants, or
27 agents in their official capacities and any entity which is owned,

1 directly or indirectly, by the Tribe.

2 D. All Patron tort claims brought under this provision shall
3 be brought solely against the Kickapoo Lucky Eagle Casino, an
4 economic entity owned by a federally recognized Indian tribe, as
5 the sole party in interest.

6 E. The Tribe shall ensure that patrons of a facility are
7 afforded due process in seeking and receiving just and reasonable
8 compensation arising from a patron's dispute, in connection with
9 the patron's play of a covered game, the amount of a prize that has
10 been awarded, the failure to award a prize, or the right to receive
11 a refund. Such patron disputes shall be resolved under the
12 procedures established by the Tribe's Gaming Ordinance.

13 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

19 B. A commission compliance officer shall be available to a
20 facility during operation on reasonable notice and shall have
21 immediate and complete access to a facility to ensure compliance
22 with this compact. The commission shall investigate a suspected or
23 reported violation of this part of this compact and shall timely
24 file an official written report of the investigation and action
25 taken on the violation, and shall send a copy of the investigative
26 report to the SCA not later than the 30th day after the date the
27 commission files the report. The scope of the report must be

1 determined by a memorandum of understanding between the commission
2 and the SCA as soon as practicable after the effective date of this
3 compact. A violation must be reported immediately to the
4 commission, and the commission shall immediately forward the
5 violation to the SCA. In addition, the commission shall promptly
6 report to the SCA a violation which the commission independently
7 discovers.

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

17 PART VIII. STATE MONITORING OF COMPACT

18 A. The SCA may, under this compact, monitor the conduct of a
19 covered game to ensure that a covered game is conducted in
20 compliance with this compact. In order to properly monitor the
21 conduct of a covered game, an agent of the SCA may have, without
22 prior notice, reasonable access to all public areas of a facility
23 where a covered game is conducted under this compact. An SCA agent
24 must report to a commission officer immediately on arrival at the
25 facility. An SCA agent may not enter a nonpublic area of a facility
26 without giving the commission notice of the agent's arrival 24
27 hours before the hour of the agent's arrival and, on arrival,

1 providing proper photographic identification. A commission
2 officer shall accompany an SCA agent in a nonpublic area of a
3 facility.

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

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

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

27 PART IX. JURISDICTION

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

4 PART X. LICENSING

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

8 PART XI. PAYMENTS TO THE STATE OF TEXAS

9 A. The parties acknowledge and recognize that this compact
10 provides the Tribe with substantial exclusivity and, consistent
11 with the goals of the IGRA, special opportunities for tribal
12 economic opportunity through covered gaming activity in the State.
13 In consideration of the substantial exclusivity, only while the
14 State does not, after January 1, 2024, authorize or allow the
15 operation of any additional form of gaming, including slot
16 machines, video lottery terminals, video pull-tab games,
17 electronic bingo, sports betting, banked and banking card games, or
18 another type of table gaming game, not otherwise authorized under
19 state law on that date within 200 miles of the boundary of the
20 Tribe's reservation, the Tribe agrees to pay the State a percentage
21 of the revenue derived from covered game revenues in an amount equal
22 to three percent of the net win received by the Tribe in a calendar
23 year from the play of Class III covered games. The amount is due and
24 payable not later than the 20th day after the last date of the
25 preceding quarter for the revenue received by the Tribe in the
26 preceding quarter.

27 B. Payment of revenue due under Part XI.A of this compact

1 must be made to the comptroller of public accounts of the State.
2 Nothing in this compact allocates the revenue to a particular State
3 purpose, including regulatory responsibilities under this compact.

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

7 PART XII. DISPUTE RESOLUTION

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

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

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

27 C. If the parties are unable to resolve a dispute

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

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

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

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

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

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

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

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

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

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

25 A. Each provision, section, and subsection of this compact
26 shall stand separate and independent of every other provision. If a
27 federal district court in Texas or other court of competent

1 jurisdiction finds a provision of this compact to be invalid, the
2 remaining provisions of this compact remain in full force and
3 effect, provided that severing the invalidated provision does not
4 undermine the overall intent of the parties in entering into this
5 compact.

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

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

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

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

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

27 PART XIV. NOTICES

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

4 Governor

5 State of Texas

6 State Insurance Building

7 1100 San Jacinto

8 Austin, TX 78701

9 Chairman - Tribal Council

10 Kickapoo Traditional Tribe of Texas

11 2212 Rosita Valley Road

12 Eagle Pass, TX 78852

13 With copies to the general counsel for each party.

14 PART XV. EFFECTIVE DATE AND TERM

15 A. This compact is effective on approval either by the
16 United States Secretary of the Interior as a tribal-state compact
17 under the IGRA or by operation of law and on publication of the
18 notice of approval in the Federal Register.

19 B. This compact has a term of 25 years beginning on the day
20 the compact becomes effective under Part XV.A of this compact. This
21 compact remains in full force and effect until the earlier of the
22 25th anniversary of the day the compact becomes effective or until
23 terminated by agreement of the parties. If either the State or the
24 Tribe wishes to extend the term of this compact, the party shall
25 notify the other at least 18 months before the date that this
26 compact will expire. The parties shall begin negotiations at least
27 12 months before the term expires.

1 PART XVI. AMENDMENT OF COMPACT

2 Amendment of this compact may only be made by written
3 agreement of the parties, subject to approval either by the United
4 States Secretary of the Interior or by operation of law and is
5 effective on publication of the notice of approval in the Federal
6 Register.

7 PART XVII. MISCELLANEOUS

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

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

15 PART XVIII. EXECUTION

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

22 (d) The Secretary of State may adopt rules necessary for
23 this state to carry out its responsibilities under this section
24 unless the Legislature enacts laws authorizing another state agency
25 to administer this section. The rules may not apply to the Tribe.

26 (e) All shipments of gaming equipment or other gaming
27 devices into, out of, or within this state authorized under this

1 section or a law enacted under this section are legal shipments of
2 the devices and are exempt from the provisions of 15 U.S.C. Sections
3 1171-1178 prohibiting the transportation of gambling devices.

4 SECTION 3. This proposed constitutional amendment shall be
5 submitted to the voters at an election to be held November 7, 2023.
6 The ballot shall be printed to permit voting for or against the
7 proposition: "The constitutional amendment authorizing the
8 Kickapoo Traditional Tribe of Texas to conduct gaming by executing
9 a gaming compact with this state."