

By: Morales of Maverick

H.J.R. No. 156

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 tribe's governing body  
18 authorizing the chairman to execute the compact and on provision of  
19 a copy of the resolution to the governor of this state. The  
20 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, 2025, video lottery terminals, slot  
8 machines, or other forms of gaming not otherwise authorized before  
9 that date are authorized under state law within 200 miles of the  
10 boundary of the reservation of the Kickapoo Traditional Tribe of  
11 Texas near Eagle Pass, Texas, the tribe is authorized to offer the  
12 same types of games or devices, including any form of mobile gaming,  
13 as authorized under state law at a location the tribe designates.  
14 The number of games or devices authorized at the location is equal  
15 to any maximum number of games or devices authorized under state law  
16 for other gaming locations. The location must be on land in this  
17 state owned or leased by the Kickapoo Traditional Tribe of Texas.  
18 The gaming authorized under this subsection shall be regulated by  
19 the Kickapoo Traditional Tribe of Texas and the Secretary of State.  
20 A rule on gaming conducted by the tribe that this state adopts may  
21 not be more restrictive than a rule applicable to other comparable  
22 types of gaming licensed by this state. A tax rate or fee may not be  
23 imposed on the tribe's gaming operations in an amount that exceeds  
24 the amount of a tax rate or fee imposed on the operators of other  
25 gaming locations or facilities in this state.

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

1 THE KICKAPOO TRADITIONAL TRIBE OF TEXAS AND THE STATE OF TEXAS

2 GAMING COMPACT

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

9 PART I. TITLE

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

12 PART II. RECITALS

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

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

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

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

25 5. The gaming under this compact will further the purposes  
26 of the Indian Gaming Regulatory Act (Pub. L. No. 100-497) to  
27 promote tribal economic development, self-sufficiency, and strong

1 tribal government, and will assist the Tribe in funding tribal  
2 programs that provide needed services to the Tribe's members.

3 PART III. DEFINITIONS

4 In this compact:

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

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

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

15 D. "Covered game" or "covered gaming activity" means  
16 Class III gaming activities determined available to the Tribe by  
17 the United States Department of the Interior, video lottery  
18 terminals, and any other Class III game of chance or skill  
19 authorized by State law for any person, organization, or entity for  
20 any purpose.

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

25 (1) includes:

26 a. managers and assistant managers;

27 b. accounting personnel;

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

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

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

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

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

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

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

4           K. "Participation fee" means a payment by the Tribe to  
5 a supplier on a periodic basis for the right to lease or otherwise  
6 offer for play a gaming device the Tribe does not own for a covered  
7 gaming activity. A participation fee may be a royalty payment or  
8 lease payment.

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

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

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

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

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

21           Q. "Video lottery terminal" means an electronic game  
22 of chance connected to a centralized computer system.

23           PART IV. AUTHORIZATION AND LOCATION OF COVERED GAMES; LIMITATION

24                   ON PARTICIPATION FEE DEDUCTION

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

1 Notwithstanding any other provision of this compact, a wager made  
2 through a mobile or other electronic device by a player physically  
3 located in Texas but not on the Tribe's Indian lands shall be  
4 considered for regulatory purposes to occur exclusively where  
5 received at the location of the servers or other devices used to  
6 conduct that wagering at a facility located on the Tribe's Indian  
7 lands. The placement of such wagers is permitted as a matter of  
8 State law.

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

15 PART V. RULES; MINIMUM REQUIREMENTS

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

26 B. All facilities shall comply with and all covered games  
27 shall be operated in accordance with this compact. All facilities

1 must be operated in strict compliance with tribal internal control  
2 standards that provide a level of control equal to or exceeding the  
3 minimum internal control standards for Class III gaming recommended  
4 by the National Indian Gaming Commission in the bulletin issued on  
5 August 14, 2018, and any update to those standards.

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

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

10 2. The Tribe will make available to patrons printed  
11 materials with contact information for organizations dedicated to  
12 assisting problem gamblers.

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

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

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

26 6. All covered game employees who interact with  
27 patrons shall receive training to identify a patron who may have a



1 problem with compulsive gambling and instruct the patron to leave.  
2 Signs bearing a toll-free help line number and educational and  
3 informational materials must be made available at conspicuous  
4 locations and ATMs in each facility. The signs must be designed in  
5 a manner aimed at preventing problem gambling and specifying where  
6 patrons may receive counseling or assistance for gambling problems.  
7 Nothing in this part of this compact creates a cause of action or  
8 claim against the State, the Tribe, the commission, or any other  
9 person, entity, or agency for failing to identify a patron or person  
10 who is a compulsive gambler or asking that person to leave.

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

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

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

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

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

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

20 G. The Tribe shall continue to maintain a proactive approach  
21 to prevent improper alcohol sales, drunk driving, underage  
22 drinking, and underage gambling that involves extensive staff  
23 training and certification, patron education, and the use of  
24 security personnel and surveillance equipment to enhance patrons'  
25 enjoyment of the facilities and provide for patron safety. Staff  
26 training must include specialized employee training in nonviolent  
27 crisis intervention, driver's license verification, and the

1 detection of intoxication. Patron education may be accomplished by  
2 printing a notice on a valet parking stub, posting a sign in the  
3 facilities, and publishing brochures. The facilities must have  
4 roving and fixed security officers, along with surveillance  
5 cameras, to assist in the detection of intoxicated patrons,  
6 investigate problems, and engage patrons to de-escalate volatile  
7 situations. This part of this compact does not create a cause of  
8 action or claim against the State, the Tribe, the commission, or any  
9 other person, entity, or agency for failing to fulfill a  
10 requirement of this part.

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

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

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

24 PART VI. PATRON DISPUTES; TORT CLAIMS; PRIZE CLAIMS

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

1       B. The Tribe shall ensure that a patron of a facility is  
2 afforded due process in seeking and receiving just and reasonable  
3 compensation for a tort claim for personal injury or property  
4 damage against a facility arising out of an incident occurring at a  
5 facility. During the term of this compact, the Tribe shall maintain  
6 public liability insurance for the express purposes of providing  
7 coverage for a tort claim. The insurance must provide coverage for  
8 damage amounts equal to the liability limits described by Section  
9 101.023(a), Texas Civil Practice and Remedies Code. The liability  
10 for a tort claim, including a claim for compensatory damages,  
11 punitive damages, costs, prejudgment interest, and attorney fees if  
12 otherwise allowed under Texas law, arising out of any tort claim  
13 brought or asserted against the Tribe, the Tribe's subordinate  
14 governmental or economic units, any Tribal officials, employees,  
15 servants, or agents in their official capacities, or any entity  
16 which is owned directly or indirectly by the Tribe, may not exceed  
17 or be paid in an amount exceeding the maximum amount of insurance  
18 coverage required by this part.

19       C. All Patron tort claims brought under this part of the  
20 compact shall be brought solely against the Kickapoo Lucky Eagle  
21 Casino, an economic entity owned by a federally recognized Indian  
22 tribe, as the sole party in interest.

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

1 patron disputes shall be resolved under the procedures established  
2 by the Tribe's Gaming Ordinance.

3 PART VII. ENFORCEMENT OF COMPACT PROVISIONS

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

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

25 C. Representatives of the commission and the SCA shall meet  
26 at least once each year to review past practices and examine methods  
27 to improve the regulatory scheme created by this compact. The

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

7 PART VIII. STATE MONITORING OF COMPACT

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

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

1 game.

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

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

16 PART IX. JURISDICTION

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

21 PART X. LICENSING

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

25 PART XI. PAYMENTS TO STATE

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

1 with the goals of the IGRA, special opportunities for tribal  
2 economic opportunity through covered gaming activity in the State.  
3 In consideration of the substantial exclusivity, only while the  
4 State does not, after January 1, 2025, authorize or allow the  
5 operation of any additional form of gaming, including slot  
6 machines, video lottery terminals, video pull-tab games,  
7 electronic bingo, sports betting, banked and banking card games, or  
8 another type of table gaming game, not otherwise authorized and  
9 operated under state law on that date within 200 miles of the  
10 boundary of the Tribe's reservation, the Tribe agrees to pay the  
11 State a percentage of the revenue derived from covered game  
12 revenues in an amount equal to three percent of the net win received  
13 by the Tribe in a calendar year from the play of Class III covered  
14 games. The amount is due and payable not later than the 20th day  
15 after the last date of the preceding quarter for the revenue  
16 received by the Tribe in the preceding quarter.

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

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

#### 24 PART XII. DISPUTE RESOLUTION

25 A dispute under this compact, including a dispute over  
26 compliance with or the interpretation of the terms of this compact,  
27 must be resolved amicably and voluntarily when possible. In



1 pursuit of this goal, the following procedures shall be invoked:

2 A. A party asserting noncompliance or seeking an  
3 interpretation of this compact first shall serve written notice on  
4 the other party. The notice must identify the provision alleged to  
5 have been violated or in dispute and must specify in detail the  
6 factual basis for the claim. Representatives of the Tribe and State  
7 shall meet in an effort to resolve the dispute not later than the  
8 30th day after the date notice is received unless the parties agree  
9 to extend the time.

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

17 C. If the parties are unable to resolve a dispute  
18 through the process specified in Part XII.A of this compact, either  
19 party can call for mediation under the Commercial Arbitration Rules  
20 and Mediation Procedures of the American Arbitration Association  
21 (AAA) or any such successor procedures, provided the mediation does  
22 not last more than 60 calendar days unless the parties agree to  
23 extend the time. Mediation is only available for resolving  
24 disputes over matters arising under this compact.

25 D. If the parties are unable to resolve a dispute  
26 through the process under Parts XII.A and XII.C of this compact,  
27 notwithstanding any other provision of law, the State or Tribe may

1 bring an action in federal district court ("federal court")  
2 regarding any dispute arising under this compact in a district in  
3 which the federal court has venue. If the federal court declines to  
4 exercise jurisdiction, or federal precedent exists that rules the  
5 federal court does not have jurisdiction over the dispute, the  
6 State or the Tribe may bring the action in state court. The State  
7 and the Tribe are entitled to all rights of appeal permitted by law  
8 in the court system in which the action is brought.

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

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

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

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

27 F. In the event that intervention, joinder, or other

1 participation by a third party in any action between the State and  
2 the Tribe would result in the waiver of the State's or the Tribe's  
3 sovereign immunity to the third party's claim, the waiver of the  
4 State or the Tribe under this compact may be revoked.

5 G. The State may not pursue any mediation or judicial  
6 remedy against the Tribe if the State failed to exhaust Tribal  
7 administrative remedies.

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

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

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

23 B. This compact is intended to meet the requirements of the  
24 IGRA on the effective date of this compact, and where reference is  
25 made to the IGRA, or to an implementing regulation of the IGRA, the  
26 reference is considered to be incorporated into this document as if  
27 fully stated in this document. Changes to the IGRA after the

1 effective date of this compact that diminish the rights of the State  
2 or Tribe may not be applied to alter the terms of this compact,  
3 except to the extent that federal law mandates retroactive  
4 application without the respective consent of the State or Tribe.

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

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

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

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

17 PART XIV. NOTICES

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

21 Governor

22 State of Texas

23 1100 San Jacinto

24 Austin, TX 78701

25 Chairman - Tribal Council

26 Kickapoo Traditional Tribe of Texas

27 2212 Rosita Valley Road

1 Eagle Pass, TX 78852

2 With copies to the general counsel for each party.

3 PART XV. EFFECTIVE DATE AND TERM

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

8 B. This compact has a term of 25 years beginning on the day  
9 the compact becomes effective under Part XV.A of this compact. This  
10 compact remains in full force and effect until the earlier of the  
11 25th anniversary of the day the compact becomes effective or until  
12 terminated by agreement of the parties. If either the State or the  
13 Tribe wishes to extend the term of this compact, the party shall  
14 notify the other at least 18 months before the date that this  
15 compact will expire. The parties shall begin negotiations at least  
16 12 months before the term expires.

17 PART XVI. AMENDMENT OF COMPACT

18 Amendment of this compact may only be made by written  
19 agreement of the parties, subject to approval either by the United  
20 States Secretary of the Interior or by operation of law and is  
21 effective on publication of the notice of approval in the Federal  
22 Register.

23 PART XVII. MISCELLANEOUS

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

27 B. Nothing in this compact shall alter any existing

1 memoranda of understanding, contracts, or other agreements entered  
2 into between the Tribe and any other federal, state, or local  
3 governmental entity.

4 PART XVIII. EXECUTION

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

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

15 (e) All shipments of gaming equipment or other gaming  
16 devices into, out of, or within this state authorized under this  
17 section or a law enacted under this section are legal shipments of  
18 the devices and are exempt from the provisions of 15 U.S.C. Sections  
19 1171-1178 prohibiting the transportation of gambling devices.

20 SECTION 3. This proposed constitutional amendment shall be  
21 submitted to the voters at an election to be held November 4, 2025.  
22 The ballot shall be printed to permit voting for or against the  
23 proposition: "The constitutional amendment authorizing the  
24 Kickapoo Traditional Tribe of Texas to conduct gaming by executing  
25 a gaming compact with this state."