

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;

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

Eagle Pass, TX 78852

With copies to the general counsel for each party.

PART XV. EFFECTIVE DATE AND TERM

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

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.

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.

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."