

Amendment No.

CHAMBER ACTION

Senate

House

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1 Representative Galvano offered the following:

2  
3 **Amendment (with title amendment)**

4 Remove everything after the enacting clause and insert:

5  
6 Section 1. Section 285.711, Florida Statutes, is created  
7 to read:

8 285.711 Gaming compact between the Seminole Tribe and the  
9 State of Florida.--The Governor is authorized and directed to  
10 negotiate and execute a gaming compact with the Seminole Tribe  
11 of Florida on behalf of the State of Florida subject to  
12 ratification by the Legislature in the form substantially as  
13 follows:

14  
15 Gaming Compact Between the Seminole Tribe of Florida and the  
16 State of Florida

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17  
18 This compact is made and entered into by and between the  
19 Seminole Tribe of Florida, a federally recognized Indian Tribe  
20 and the State of Florida, with respect to the operation of  
21 covered games on the Tribe's Indian lands as defined by the  
22 Indian Gaming Regulatory Act, 25 U.S.C. ss. 2701 et seq.  
23

24 PART I.

25 TITLE.--This Compact shall be referred to as the "Seminole  
26 Tribe of Florida and State of Florida Gaming Compact."  
27

28 PART II.

29 RECITALS.--

30 A. The Seminole Tribe of Florida is a federally recognized  
31 tribal government possessing sovereign powers and rights of  
32 self-government.

33 B. The State of Florida is a state of the United States of  
34 America possessing the sovereign powers and rights of a state.

35 C. The State of Florida and the Seminole Tribe of Florida  
36 maintain a government-to-government relationship.

37 D. The United States Supreme Court has long recognized the  
38 right of an Indian Tribe to regulate activity on lands within  
39 its jurisdiction, but the Congress, through the Indian Gaming  
40 Regulatory Act, has given states a role in the conduct of tribal  
41 gaming in accordance with negotiated tribal-state compacts.

42 E. Pursuant to the Seminole Tribe Amended Gaming  
43 Ordinance, adopted by Resolution No. C-195-06, and approved by  
44 the National Indian Gaming Commission on July 10, 2006,

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45 hereafter referred to as the Seminole Tribal Gaming Code, the  
46 Seminole Tribe of Florida desires to offer the play of Covered  
47 Games, as defined in Part III. of this Compact, as a means of  
48 generating revenues for purposes authorized by the Indian Gaming  
49 Regulatory Act, including without limitation the support of  
50 tribal governmental programs, such as health care, housing,  
51 sewer and water projects, police, fire suppression, general  
52 assistance for tribal elders, day care for children, economic  
53 development, educational opportunities, per capita payments to  
54 tribal members and other typical and valuable governmental  
55 services and programs for tribal members.

56 F. It is in the best interest of the State of Florida to  
57 enter into a compact with the Seminole Tribe of Florida. This  
58 compact will generally benefit Florida, while at the same time  
59 limiting the expansion of gaming within the State. The State of  
60 Florida also recognizes that the significant revenue  
61 participation pursuant to the Compact in exchange for its  
62 exclusivity provisions provide an opportunity to increase and  
63 enhance the dollars available to spend on governmental programs  
64 that benefit the citizens of Florida.

65  
66 PART III.

67 DEFINITIONS.--As used in this Compact and the Appendices  
68 thereto:

69 A. "Annual Oversight Assessment" means the assessment  
70 described in Part XI., Section C. of this Compact.

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71 B. "Class III gaming" means the forms of Class III gaming  
72 defined in 25 U.S.C. s. 2703(8) and by the regulations of the  
73 National Indian Gaming Commission.

74 C. "Commission" means the Seminole Tribal Gaming  
75 Commission, which is the tribal governmental agency that has the  
76 authority to carry out the Tribe's regulatory and oversight  
77 responsibilities under this Compact.

78 D. "Compact" means the Seminole Tribe of Florida and State  
79 of Florida Gaming Compact.

80 E. "Covered Game" or "Covered Gaming Activity" means the  
81 following Class III gaming activities:

82 1.(a) Slot machines, meaning any mechanical or electrical  
83 contrivance, terminal that may or may not be capable of  
84 downloading slot games from a central server system, machine, or  
85 other device that, upon insertion of a coin, bill, ticket,  
86 token, or similar object or upon payment of any consideration  
87 whatsoever, including the use of any electronic payment system,  
88 except a credit card or debit card, is available to play or  
89 operate, the play or operation of which, whether by reason of  
90 skill or application of the element of chance or both, may  
91 deliver or entitle the person or persons playing or operating  
92 the contrivance, terminal, machine, or other device to receive  
93 cash, billets, tickets, tokens, or electronic credits to be  
94 exchanged for cash or to receive merchandise or anything of  
95 value whatsoever, whether the payoff is made automatically from  
96 the machine or manually. The term includes associated equipment  
97 necessary to conduct the operation of the contrivance, terminal,

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98 machine, or other device. Slot machines may use spinning reels,  
99 video displays, or both.

100 (b) If at any time, State law authorizes alters, amends,  
101 or otherwise changes the definition of slot machines said  
102 definition will apply.

103 2. High stakes poker games, as provided in Part V.,  
104 Section K.; and

105 3. This definition specifically does not include banking  
106 or banked card games, including baccarat, chemin de fer and  
107 blackjack, roulette, craps, roulette-styled games, or craps-  
108 styled games.

109 F. "Covered Game Employee" or "Covered Employee" means any  
110 individual employed and licensed by the Tribe whose  
111 responsibilities include the rendering of services with respect  
112 to the operation, maintenance or management of Covered Games,  
113 including, but not limited to, the following: managers and  
114 assistant managers; accounting personnel; Commission officers;  
115 surveillance and security personnel; cashiers, supervisors, and  
116 floor personnel; cage personnel; and any other employee whose  
117 employment duties require or authorize access to areas of the  
118 Facility related to the conduct of Covered Games or the  
119 technical support or storage of Covered Game components. This  
120 definition does not include the Tribe's elected officials  
121 provided that such individuals are not directly involved in the  
122 operation, maintenance, or management of Covered Games or  
123 Covered Games components.

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124 G. "Documents" means books, records, electronic, magnetic  
125 and computer media documents and other writings and materials,  
126 copies thereof, and information contained therein.

127 H. "Effective Date" means the date on which the Compact  
128 becomes effective pursuant to Part XVII., Section A. of this  
129 Compact.

130 I. "Facility" or "Facilities" means any building of the  
131 Tribe in which the Covered Games authorized by this Compact are  
132 conducted on Indian lands as defined by the Indian Gaming  
133 Regulatory Act.

134 J. "Guaranteed Minimum Payment" means the minimum Payment  
135 the Tribe agrees to make to the State as provided by Part XI. of  
136 the Compact.

137 K. "Indian Gaming Regulatory Act" or "IGRA" means the  
138 Indian Gaming Regulatory Act, Pub. L. No. 100-497, Oct. 17,  
139 1988, 102 Stat. 2467, codified at 25 U.S.C. ss. 2701 et seq.,  
140 and 18 U.S.C. ss. 1166-1168.

141 L. "Net Poker Income" means the total revenue from all  
142 hands played, including buy-ins and rebuys.

143 M. "Net Win" means the total receipts from the play of all  
144 Covered Games less all prize payouts.

145 N. "Non-tribal member" means a person who is not a bona  
146 fide member of an Indian tribe as defined in 25 U.S.C. s.  
147 2703(5).

148 O. "Patron" means any person who is on the premises of a  
149 Facility, or who is entering the Tribe's Indian lands for the  
150 purpose of playing Covered Games authorized by this Compact.

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151 P. "Reservation" means any of the seven Tribal locations  
152 currently with gaming facilities, specifically enumerated in  
153 Part IV., Section B.

154 Q. "Revenue Share" means the periodic payment by the Tribe  
155 to the State provided for in Part XI., Sections A. and B. of  
156 this Compact.

157 R. "Revenue Sharing Cycle" means the annual (12-month)  
158 period of the Tribe's operation of Covered Games in its  
159 Facilities and whose first annual Cycle shall commence on the  
160 day the Tribe makes Covered Games available for public play in  
161 its Facilities.

162 S. "Rules and regulations" means the rules and regulations  
163 promulgated by the Commission for implementation of this  
164 Compact.

165 T. "State" means the State of Florida.

166 U. "State Compliance Agency" or "SCA" means any state  
167 agency that has the authority granted by the Legislature to  
168 carry out the State's oversight responsibilities under this  
169 Compact. The SCA shall be the Governor or his designee unless  
170 and until an SCA has been designated by the Legislature for this  
171 purpose.

172 V. "Tribe" means the Seminole Tribe of Florida or any  
173 affiliate thereof conducting activities pursuant to this Compact  
174 under the authority of the Seminole Tribe of Florida.

175  
176 PART IV.

177 AUTHORIZATION AND LOCATION OF COVERED GAMES.--

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178       A. The Tribe and State agree that the Tribe is authorized  
179 to operate Covered Games on its Indian lands, as defined in the  
180 Indian Gaming Regulatory Act, in accordance with the provisions  
181 of this Compact. However, except for the provisions in Part XI.,  
182 Section A. below, nothing in this Compact shall limit the  
183 Tribe's right to operate any game that is Class II under the  
184 Indian Gaming Regulatory Act.

185       B. The Tribe is authorized to conduct Covered Games under  
186 this Compact at only the following seven existing gaming  
187 Facilities on Tribal lands:

188           1. Seminole Indian Casino on the Brighton Indian  
189 Reservation in Okeechobee County.

190           2. Seminole Indian Casino in the City of Coconut Creek in  
191 Broward County.

192           3. Seminole Indian Casino in the City of Hollywood in  
193 Broward County.

194           4. Seminole Indian Casino in Immokalee in Collier County.

195           5. Seminole Indian Big Cypress Casino in the City of  
196 Clewiston in Hendry County.

197           6. Seminole Hard Rock Hotel & Casino in the City of  
198 Hollywood in Broward County.

199           7. Seminole Hard Rock Hotel & Casino in the City of Tampa  
200 in Hillsborough County.

201       C. Any of the identified Facilities in Section B. may be  
202 expanded or replaced by another Facility on the same reservation  
203 with advance notice to the State of sixty (60) calendar days,  
204 subject to the understanding that the number of existing  
205 Facilities on each reservation and the number of reservations

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206 upon which Class III gaming is authorized shall remain the same  
207 as provided in Section B.

209 PART V.

210 RULES AND REGULATIONS; MINIMUM REQUIREMENTS FOR  
211 OPERATIONS.--

212 A. At all times during the Term of this Compact, the Tribe  
213 shall be responsible for all duties which are assigned to it and  
214 the Commission under this Compact. The Tribe shall promulgate  
215 any rules and regulations necessary to implement this Compact,  
216 which at a minimum shall expressly include or incorporate by  
217 reference all provisions of this Part and the procedural  
218 requirements of Part VI. of this Compact. Nothing in this  
219 Compact shall be construed to affect the Tribe's right to amend  
220 its rules and regulations, provided that any such amendment  
221 shall be in conformity with this Compact and subject to approval  
222 by the SCA. The SCA may propose additional rules and regulations  
223 consistent with and related to the implementation of this  
224 Compact to the Commission at any time, and the Commission shall  
225 give good faith consideration to such suggestions and shall  
226 notify the SCA of its response or action with respect thereto.

227 B. All Facilities shall comply with, and all Covered Games  
228 approved under this Compact shall be operated in accordance  
229 with, the requirements set forth in this Compact, including, but  
230 not limited to, those set forth in Sections C. and D. of this  
231 Part and the Tribe's Internal Control Policies and Procedures.  
232 In addition, all Facilities and all Covered Games shall be  
233 operated in strict compliance with tribal internal control

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234 standards that provide a level of control that equals or exceeds  
235 those set forth in the National Indian Gaming Commission's  
236 Minimum Internal Control Standards (25 C.F.R. Part 542), as the  
237 same may be amended or supplemented from time to time.

238 C. The Tribe and the Commission shall retain all records  
239 in compliance with the requirements set forth in the Record  
240 Retention Policies and Procedures.

241 D. The Tribe will continue and maintain its program to  
242 combat problem gambling and curtail compulsive gambling,  
243 including work with the Florida Council on Compulsive Gambling  
244 or other organization dedicated to assisting problem gamblers.  
245 The Tribe will continue to maintain the following safeguards  
246 against problem gambling.

247 1. The Tribe will provide a comprehensive training and  
248 education program designed in cooperation with the Florida  
249 Council on Compulsive Gambling (or other organization dedicated  
250 to assisting problem gamblers) to every new gaming employee.

251 2. The Tribe will make printed materials available to  
252 Patrons, which include contact information for the Florida  
253 Council on Compulsive Gambling 24-Hour Helpline (or other  
254 hotline dedicated to assisting problem gamblers), and will work  
255 with the Florida Council on Compulsive Gambling (or other  
256 organization dedicated to assisting problem gamblers) to provide  
257 contact information for the Florida Council on Compulsive  
258 Gambling (or other organization dedicated to assisting problem  
259 gamblers), and to provide such information on the Facilities'  
260 internet website. The Tribe will continue to display all  
261 literature from the Florida Council on Compulsive Gambling (or  
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262 other organization dedicated to assisting problem gamblers)  
263 within the Facilities.

264 3. The Commission shall establish a list of the Patrons  
265 voluntarily excluded from the Tribe's Facilities, pursuant to  
266 subsection 5.

267 4. The Tribe shall employ its best efforts to exclude  
268 Patrons on such list from entry into its Facilities; provided  
269 that nothing in this Compact shall create for Patrons who are  
270 excluded but gain access to the Facilities, or any other person,  
271 a cause of action or claim against the State, the Tribe or the  
272 Commission or any other person, entity, or agency for failing to  
273 enforce such exclusion.

274 5. Patrons who believe they may be playing Covered Games  
275 on a compulsive basis may request that their names be placed on  
276 the list of the Patrons voluntarily excluded from the Tribe's  
277 Facilities.

278 6. All Covered Game employees shall receive training on  
279 identifying players who have a problem with compulsive gambling  
280 and shall be instructed to ask them to leave. Signs bearing a  
281 toll-free help-line number and educational and informational  
282 materials shall be made available at conspicuous locations and  
283 automated teller machines in each Facility, which aim at the  
284 prevention of problem gaming and which specify where Patrons may  
285 receive counseling or assistance for gambling problems. All  
286 Covered Game employees shall also be screened for compulsive  
287 gambling habits. Nothing in this Section shall create for  
288 Patrons, or any other person, a cause of action or claim against  
289 the State, the Tribe or the Commission or any other person,

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290 entity, or agency for failing to identify a Patron or person who  
291 is a compulsive gambler and/or ask that person to leave.

292 7. The Tribe shall follow the rules for exclusion of  
293 Patrons set forth in Article XI of the Seminole Tribal Gaming  
294 Code.

295 8. The Tribe shall make diligent efforts to prevent  
296 underage individuals from loitering in the area of each Facility  
297 where the Covered Games take place.

298 9. The Tribe shall assure that advertising and marketing  
299 of the Covered Games at the Facilities contain a responsible  
300 gambling message and a toll-free help-line number for problem  
301 gamblers, where practical, and that they make no false or  
302 misleading claims.

303 E. Summaries of the rules for playing Covered Games and  
304 promotional contests shall be visibly displayed in the  
305 Facilities. Complete sets of rules shall be available in the  
306 Facilities upon request. Copies of all such rules shall be  
307 provided to the SCA within thirty (30) calendar days of their  
308 issuance or their amendment.

309 F. The Tribe shall provide the Commission and SCA with a  
310 chart of the supervisory lines of authority with respect to  
311 those directly responsible for the conduct of Covered Games, and  
312 shall promptly notify those agencies of any material changes  
313 thereto.

314 G. The Tribe engages in and shall continue to maintain  
315 proactive approaches to prevent improper alcohol sales, drunk  
316 driving, underage drinking, and underage gambling. These  
317 approaches involve intensive staff training, screening and

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318 certification, Patron education, and the use of security  
319 personnel and surveillance equipment in order to enhance  
320 Patrons' enjoyment of the Facilities and provide for Patron  
321 safety. Staff training includes specialized employee training in  
322 nonviolent crisis intervention, driver's license verification  
323 and the detection of intoxication. Patron education is carried  
324 out through notices transmitted on valet parking stubs, posted  
325 signs in the Facilities and in brochures. Roving and fixed  
326 security officers, along with surveillance cameras, assist in  
327 the detection of intoxicated Patrons, investigate problems, and  
328 engage with Patrons to de-escalate volatile situations. To help  
329 prevent alcohol-related crashes, the Tribe will continue to  
330 operate the "Safe Ride Home Program," a free taxi service.  
331 Additionally, to reduce risks of underage gambling and underage  
332 drinking, the Tribe will continue to prohibit entry onto the  
333 casino floor of anyone under eighteen (18) years of age. The  
334 Tribe shall maintain these programs and policies in its Alcohol  
335 Beverage Control Act for the duration of the Compact but may  
336 replace such programs and policies with either stricter or more  
337 extensive programs and policies. The Tribe shall provide the  
338 State with written notice of any changes to the programs and  
339 policies in the Tribe's Alcohol Beverage Control Act, which  
340 notice shall include a copy of such changes and shall be sent on  
341 or before the effective date of the change. Nothing in this  
342 Section shall create for Patrons, or any other person, a cause  
343 of action or claim against the State, the Tribe or the  
344 Commission or any other person, entity, or agency for failing to  
345 fulfill the requirements of this Section.

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346 H. No person under twenty-one (21) years of age shall be  
347 allowed to play Covered Games.

348 I. The Tribe may establish and operate Facilities that  
349 operate Covered Games only on the reservations as defined by the  
350 Indian Gaming Regulatory Act and as specified in Part IV. of  
351 this Compact.

352 J. The Commission shall keep a record of, and shall report  
353 at least quarterly to the SCA, the number of Covered Games in  
354 each Facility, by the name or type of each and its identifying  
355 number.

356 K. The Tribe presently conducts and shall continue to  
357 conduct poker in each of its Facilities in compliance with  
358 provisions of Florida law, including provisions that limit  
359 wagers and pot sizes. However, the Tribe may hold up to two (2)  
360 celebrity/charity poker tournaments per year in each of its  
361 Facilities that are not subject to the limitations and  
362 restrictions imposed by Florida law, provided that a minimum of  
363 one hundred percent (100 percent) of the Net Poker Income from  
364 each poker tournament is donated to a charitable organization  
365 organized pursuant to Section 501(c)(3) of the Internal Revenue  
366 Code. The maximum number of days a celebrity/charity tournament  
367 will be played is eight (8) calendar days during the month a  
368 tournament is hosted. Any payments made to charitable  
369 organizations pursuant to this Part shall not be calculated as  
370 Net Win for purpose of payments to the State under Part XI.

371 L. The Tribe and the Commission shall make available a  
372 copy of the following documents to any member of the public upon  
373 request: the minimum internal control standards of the National

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374 Indian Gaming Commission; the Seminole Tribal Gaming Code; this  
375 Compact; the rules of each Covered Game operated by the Tribe;  
376 and the administrative procedures for addressing Patron tort  
377 claims under Part VI.

378 M. Cessation of Banking or Banked Card Games. The Tribe  
379 shall stop all banked card games within ninety (90) days after  
380 the effective date of this Compact.

381

382 PART VI.

383 PATRON DISPUTES; WORKERS COMPENSATION: TORT CLAIMS; PRIZE  
384 CLAIMS; LIMITED CONSENT TO SUIT.--

385 A. All patron disputes involving gaming will be resolved  
386 in accordance with the procedures established in Article XI of  
387 the Seminole Tribal Gaming Code.

388 B. Tort claims by employees of the Tribe's Facilities will  
389 be handled pursuant to the provisions of the Tribe's Workers'  
390 Compensation Ordinance, which shall provide workers the same or  
391 better protections as set forth in Florida's workers  
392 compensation laws.

393 C. Disputes by employees of the Tribe's Facilities will be  
394 handled pursuant to the provisions of the Tribe's policy for  
395 gaming employees, the Employee Fair Treatment and Dispute  
396 Resolution Policy.

397 D.1. A Patron who claims to have been injured in a  
398 Facility where Covered Games are played is required to provide  
399 written notice to the Tribe's Risk Management Department or the  
400 Facility, in a reasonable and timely manner.

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401       2. The Tribe shall have ten (10) days to respond to a  
402 claim made by a Patron. When the Tribe responds to an incident  
403 alleged to have caused a Patron's injury or illness, the Tribe  
404 shall provide a claim form to the Patron. It is the Patron's  
405 responsibility to complete the form and forward the form to the  
406 Tribe's Risk Management Department within a reasonable period of  
407 time, and in a reasonable and timely manner.

408       3. Upon receiving written notification of the claim, the  
409 Tribe's Risk Management Department shall forward the  
410 notification to the Tribe's insurance carrier. The Tribe will  
411 use its best efforts to assure that the insurance carrier  
412 contacts the Patron within a reasonable period of time following  
413 receipt of the claim.

414       4. The insurance carrier will handle the claim to  
415 conclusion. If the Patron and the insurance carrier are not able  
416 to resolve the claim, the Patron may bring a tort claim against  
417 the Tribe in any court of competent jurisdiction in the County  
418 in which the incident occurred, subject to a four (4) year  
419 statute of limitations, which shall begin to run from the date  
420 of the incident of the alleged claimed injury. Nothing in this  
421 Part shall preclude a patron asserting a tort claim against the  
422 Tribe from immediately filing suit in any court of competent  
423 jurisdiction without resorting to or exhausting tribal remedies

424       5. In no event shall the Tribe be deemed to have waived  
425 its tribal immunity from suit beyond \$500,000 for an individual  
426 tort claim and \$1,000,000 for the tort claims of all persons or  
427 entities claiming injury in tort arising out of a single event  
428 or occurrence. These limitations are intended to include

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429 liability for compensatory damages as well as any costs, pre-  
430 judgment interest and attorneys fees arising out of any claim  
431 brought or asserted against the Tribe, its subordinate  
432 governmental and economic units as well as any Tribal officials,  
433 employees, servants or agents in their official capacities.

434 6. The Tribe shall obtain and maintain a commercial  
435 general liability policy which provides coverage of no less than  
436 \$1,000,000 per occurrence and \$10,000,000 in the aggregate for  
437 bodily injury, personal injury, and property damage arising out  
438 of, connected with, or relating to the operation of Facilities  
439 where Covered Games are offered.

440 7. Notices explaining the procedures and time limitations  
441 with respect to making a tort claim shall be prominently  
442 displayed in the Facilities, posted on the Tribe's website, and  
443 provided to any Patron for whom the Tribe has notice of the  
444 injury or property damage giving rise to the tort claim. Such  
445 notices shall explain the method and places for making a tort  
446 claim.

447  
448 PART VII.

449 ENFORCEMENT OF COMPACT PROVISIONS.--

450 A. The Tribe and the Commission shall be responsible for  
451 regulating activities pursuant to this Compact. As part of its  
452 responsibilities, the Tribe has adopted or issued standards  
453 designed to ensure that the Facilities are constructed, operated  
454 and maintained in a manner that adequately protects the  
455 environment and public health and safety. Additionally, the  
456 Tribe shall ensure that:

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457 1. Operation of the conduct of Covered Games is in strict  
458 compliance with (i) the Seminole Tribal Gaming Code, (ii) all  
459 rules, regulations, procedures, specifications, and standards  
460 lawfully adopted by the National Indian Gaming Commission and  
461 the Commission, and (iii) the provisions of this Compact,  
462 including, but not limited to, the standards and the Tribe's  
463 rules and regulations set forth in the Appendices;

464 2. Reasonable measures are taken to:

465 (a) Assure the physical safety of Facility Patrons,  
466 employees, and any other person while in the Facility;

467 (b) Prevent illegal activity at the Facilities or with  
468 regard to the operation of Covered Games, including, but not  
469 limited to, the maintenance of employee procedures and a  
470 surveillance system;

471 (c) Ensure prompt notification is given to appropriate law  
472 enforcement authorities of persons who may be involved in  
473 illegal acts in accordance with applicable law;

474 (d) Ensure that the construction and maintenance of the  
475 Facilities comply with the standards of the Florida Building  
476 Code, the provisions of which the Tribe has adopted as the  
477 Seminole Tribal Building Code; and

478 (e) Ensure adequate emergency access plans have been  
479 prepared to ensure the health and safety of all Covered Game  
480 Patrons.

481 B. All licenses for members and employees of the  
482 Commission shall be issued according to the same standards and  
483 terms applicable to Facility employees. The Commission's  
484 compliance officers shall be independent of the Tribal gaming

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485 operations, and shall be supervised by and accountable only to  
486 the Commission. A Commission compliance officer shall be  
487 available to the Facility during all hours of operation upon  
488 reasonable notice, and shall have immediate access to any and  
489 all areas of the Facility for the purpose of ensuring compliance  
490 with the provisions of this Compact. The Commission shall  
491 investigate any such suspected or reported violation of this  
492 Part and shall officially enter into its files timely written  
493 reports of investigations and any action taken thereon, and  
494 shall forward copies of such investigative reports to the SCA  
495 within thirty (30) calendar days of such filing. The scope of  
496 such reporting shall be determined by a Memorandum of  
497 Understanding between the Commission and the SCA as soon as  
498 practicable after the Effective Date of this Compact. Any such  
499 violations shall be reported immediately to the Commission, and  
500 the Commission shall immediately forward the same to the SCA. In  
501 addition, the Commission shall promptly report to the SCA any  
502 such violations which it independently discovers.

503 C. In order to develop and foster a positive and effective  
504 relationship in the enforcement of the provisions of this  
505 Compact, representatives of the Commission and the SCA shall  
506 meet, not less than on an annual basis, to review past practices  
507 and examine methods to improve the regulatory scheme created by  
508 this Compact. The meetings shall take place at a location  
509 mutually agreed to by the Commission and the SCA. The SCA, prior  
510 to or during such meetings, shall disclose to the Commission any  
511 concerns, suspected activities, or pending matters reasonably  
512 believed to possibly constitute violations of this Compact by

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513 any person, organization or entity, if such disclosure will not  
514 compromise the interest sought to be protected.

516 PART VIII.

517 STATE MONITORING OF COMPACT.--

518 A. The State may secure an annual independent financial  
519 audit of the conduct of Covered Games subject to this Compact.  
520 The audit shall examine revenues in connection with the conduct  
521 of Covered Games and shall include only those matters necessary  
522 to verify the determination of Net Win and the basis and amount  
523 of, and the right to, and the amount of the Payments the Tribe  
524 is obligated to make to the State pursuant to Part XI. of this  
525 Compact and as defined by this Compact. A copy of the audit  
526 report for the conduct of Covered Games shall be submitted to  
527 the Commission within thirty (30) calendar days of completion.  
528 Representatives of the SCA may, upon request, meet with the  
529 Tribe and its auditors to discuss the audit or any matters in  
530 connection therewith; provided, such discussions are limited to  
531 Covered Games information. The annual independent financial  
532 audit shall be performed by an independent accounting firm, with  
533 experience in auditing casino operations, selected by the State,  
534 subject to the consent of the Tribe, which shall not be  
535 unreasonably withheld. The Tribe shall pay the accounting firm  
536 for the costs of the annual independent financial audit.

537 B. The SCA may, pursuant to the provisions of this  
538 Compact, monitor the conduct of Covered Games to ensure that the  
539 Covered Games are conducted in compliance with the provisions of  
540 this Compact. In order to properly monitor the conduct of

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541 Covered Games, agents of the SCA without prior notice shall have  
542 reasonable access to all public areas of the Facilities related  
543 to the conduct of Covered Games as provided herein.

544 1. While the Commission will act as the regulator of the  
545 Facilities, the SCA may take reasonable steps to assure that  
546 operations at the Facilities comply with the terms of this  
547 Compact and may advise on such issues as it deems appropriate.

548 2. In order to fulfill its oversight responsibilities, the  
549 State has identified specific oversight testing procedures, set  
550 forth below in subsection 3., paragraphs (a), (b), and (c),  
551 which the SCA may perform on a routine basis.

552 3.(a) The SCA may inspect any Covered Games in operation  
553 at the Facilities on a random basis to confirm that the Covered  
554 Games operate and play properly pursuant to the manufacturer's  
555 technical standards and are conducted in compliance with the  
556 rules, regulations and standards established by the Commission  
557 and this Compact. Such random inspections shall occur during  
558 normal operating hours. No advance notice is required when the  
559 SCA inspection is limited to public areas of the Facility;  
560 however, representatives of the SCA shall provide notice to the  
561 Commission of their presence for such inspections. The SCA shall  
562 provide at least 1 hour notice to the Commission of such  
563 inspection at or prior to the commencement of the random  
564 inspections when such inspection will include non-public areas,  
565 and a Commission agent may accompany the inspection.

566 (b) For each Facility, the SCA may perform one annual  
567 review of the slot machine compliance audit.

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568       (c) At least on an annual basis, the SCA may meet with the  
569 Tribe's Internal Audit Department for Gaming to review internal  
570 controls and violations of same by the Facilities.

571       4. The SCA will seek to work with and obtain the  
572 assistance of the Commission in the resolution of any conflicts  
573 with the management of the Facilities, and the State and the  
574 Tribe shall make their best efforts to resolve disputes through  
575 negotiation whenever possible. Therefore, in order to foster a  
576 spirit of cooperation and efficiency, the parties hereby agree  
577 that when disputes arise between the SCA staff and Commission  
578 regulators from the day-to-day regulation of the Facilities,  
579 they should generally be resolved first through meeting and  
580 conferring in good faith. This voluntary process does not  
581 proscribe the right of either party to seek other relief that  
582 may be available when circumstances require such relief. In the  
583 event of a dispute or disagreement between Tribal and SCA  
584 regulators, the dispute or disagreement shall be resolved in  
585 accordance with the dispute resolution provisions of Part XIII.  
586 of this Compact;

587       5. Access to each Facility by the SCA shall be during the  
588 Facility's operating hours only, provided that to the extent  
589 such inspections are limited to areas of the Facility where the  
590 public is normally permitted, the SCA agents may inspect the  
591 Facility without giving prior notice to the Tribe or the  
592 Commission;

593       6. Any suspected or claimed violations of this Compact or  
594 law shall be directed in writing to the Commission; the SCA  
595 agents, in conducting the functions assigned them under this

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596 Compact, shall not unreasonably interfere with the functioning  
597 of any Facility; and

598 7. Before the SCA agents enter any nonpublic area of a  
599 Facility, they shall provide proper prior notice and  
600 photographic identification to the Commission. The SCA agents  
601 shall be accompanied in nonpublic areas of the Facility by a  
602 Commission officer. Notice of at least one (1) hour by the SCA  
603 to the Commission is required to assure that a Commission  
604 officer is available to accompany the SCA agents at all times.

605 C. Subject to the provisions herein, agents of the SCA  
606 shall have the right to review and request copies of documents  
607 of the Facility related to its conduct of Covered Games. The  
608 review and copying of such documents shall be during normal  
609 business hours unless otherwise allowed by the Tribe at the  
610 Tribe's discretion. The Tribe cannot refuse said inspection and  
611 copying of such documents, provided that the inspectors cannot  
612 require copies of documents in such volume that it unreasonably  
613 interferes with the normal functioning of the Facilities or  
614 Covered Games. To the extent that the Tribe provides the State  
615 with information which the Tribe claims to be confidential and  
616 proprietary, or a trade secret, the Tribe shall clearly mark  
617 such information with the following designation: "Trade Secret,  
618 Confidential and Proprietary." If the State receives a request  
619 under Chapter 119, Florida Statutes that would include such  
620 designated information, the State shall promptly notify the  
621 Tribe of such a request and the Tribe shall promptly notify the  
622 State about its intent to seek judicial protection from  
623 disclosure. Upon such notice from the Tribe, the State shall not

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624 release the requested information until a judicial determination  
625 is made. This designation and notification procedure does not  
626 excuse the State from complying with the requirements of the  
627 State's public records law, but is intended to provide the Tribe  
628 the opportunity to seek whatever judicial remedy it deems  
629 appropriate. Notwithstanding the foregoing procedure, the SCA  
630 may provide copies of tribal documents to federal law  
631 enforcement and other State agencies or State consultants that  
632 the State deems reasonably necessary in order to conduct or  
633 complete any investigation of suspected criminal activity in  
634 connection with the Tribe's Covered Games or the operation of  
635 the Facilities or in order to assure the Tribe's compliance with  
636 this Compact.

637 D. At the completion of any SCA inspection or  
638 investigation, the SCA may forward a written report thereof to  
639 the Commission, containing all pertinent, nonconfidential,  
640 nonproprietary information regarding any violation of applicable  
641 laws or this Compact which was discovered during the inspection  
642 or investigation unless disclosure thereof would adversely  
643 impact an investigation of suspected criminal activity. Nothing  
644 herein prevents the SCA from contacting tribal or federal law  
645 enforcement authorities for suspected criminal wrongdoing  
646 involving the Commission.

647 E. Except as expressly provided in this Compact, nothing  
648 in this Compact shall be deemed to authorize the State to  
649 regulate the Tribe's government, including the Commission, or to  
650 interfere in any way with the Tribe's selection of its  
651 governmental officers, including members of the Commission.

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PART IX.

JURISDICTION.--The obligations and rights of the State and the Tribe under this Compact are contractual in nature, and are to be construed and enforced in accordance with the laws of the State of Florida. This Compact shall not alter tribal, federal or state civil adjudicatory or criminal jurisdiction in any way.

PART X.

LICENSING.--The Tribe and the Commission shall comply with the licensing and hearing requirements set forth in 25 C.F.R. Parts 556 and 558, as well as the applicable licensing and hearing requirements set forth in Articles IV-VI of the Seminole Tribal Gaming Code. The Commission shall notify the SCA of any disciplinary hearings or revocation or suspension of licenses.

PART XI.

PAYMENTS TO THE STATE OF FLORIDA.--

A. The parties acknowledge and recognize that this Compact provides the Tribe with partial but substantial exclusivity and other valuable consideration consistent with the goals of the Indian Gaming Regulatory Act, including special opportunities for tribal economic development through gaming within the external boundaries of Florida with respect to the play of Covered Games. In consideration thereof, the Tribe covenants and agrees, subject to the conditions agreed upon in Part XII. of this Compact, to make Payments to the State derived from Net Win as set forth in Section B. The Tribe further agrees to convert

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680 all of its Class II video bingo terminals (or their equivalents)  
681 to Class III slot machines within twenty-four (24) months after  
682 the Effective Date of this Compact, or the Payment to the State  
683 shall be calculated as if the conversion has been completed,  
684 whether or not the Tribe has fully executed its conversion. The  
685 Tribe further agrees that it will not purchase or lease any new  
686 Class II video bingo terminals (or their equivalents) after the  
687 Effective Date of this Compact.

688 B. Payment schedule.--Subject to the provisions in Part  
689 XI. of the Compact, and subject to the limitations agreed upon  
690 in Part XII. of the Compact, the amounts paid by the Tribe to  
691 the State shall be calculated as follows:

692 1. For each Revenue Sharing Cycle, the Tribe agrees to pay  
693 not less than a Guaranteed Minimum Payment of One Hundred  
694 Million Dollars (\$100,000,000) if the Revenue Share calculated  
695 for that Revenue Sharing Cycle under subsection 3., below, is  
696 less than the Guaranteed Minimum Payment.

697 2. All Guaranteed Minimum Payments shall be deducted from  
698 and credited toward the Revenue Share in each Revenue Sharing  
699 Cycle set forth below in subsection 3.

700 3. For each Revenue Sharing Cycles, to the extent that the  
701 Revenue Share exceeds the Guaranteed Minimum Payment for each  
702 Revenue Sharing Cycle, the Tribe agrees, as further provided in  
703 subsection 4., to pay a Revenue Share for that Revenue Sharing  
704 Cycle equal to eighteen percent (18 percent) of the Net Win  
705 received by the Tribe from the operation and play of Covered  
706 Games from each Revenue Sharing Cycle.

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707 4.(a) On or before the fifteenth day of the month  
708 following the first month of the Revenue Sharing Cycle, the  
709 Tribe will remit to the State the greater amount of eight and  
710 one-third percent (8.3 percent) of the estimated annual Revenue  
711 Share or eight and one-third percent (8.3 percent) of the  
712 Guaranteed Minimum Payment ("the monthly payment").

713 (b) The Tribe will make available to the State at the time  
714 of the monthly payment the basis for the calculation of the  
715 Payment.

716 (c) Each month the Tribe will internally "true up" the  
717 calculation of the estimated Revenue Share based on the Tribe's  
718 un-audited financial statements related to Covered Games.

719 5.(a) On or before the forty-fifth day after the third  
720 month, sixth month, ninth month, and twelfth month of Revenue  
721 Sharing Cycles three through twenty-five (provided that the  
722 twelve (12) month period does not coincide with the Tribe's  
723 fiscal year end date as indicated in paragraph (c), the Tribe  
724 will provide the State with an audit report by its independent  
725 auditors as to the accuracy of the annual Revenue Share  
726 calculation.

727 (b) For each quarter of these Revenue Sharing Cycles the  
728 Tribe agrees to engage its independent auditors to conduct a  
729 review of the un-audited net revenue from Covered Games. On or  
730 before the one hundred and twentieth day after the end of the  
731 Tribe's fiscal year, the Tribe agrees to require its independent  
732 auditors to provide an audit report to verify Net Win for  
733 Covered Games and the related Payment of the annual Revenue  
734 Share to the SCA for State review.

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735 (c) If the twelfth month of the Revenue Sharing Cycle does  
736 not coincide with the Tribe's fiscal year, the Tribe agrees to  
737 require its independent auditors to deduct Net Win from Covered  
738 Games for any of the months that are outside of the Revenue  
739 Sharing Cycle and to include Net Win from Covered Games for  
740 those months which fall outside of the Tribe's audit period but  
741 fall within the Revenue Sharing Cycle, prior to issuing the  
742 audit report.

743 (d) No later than thirty (30) calendar days after the day  
744 the audit report is issued, the Tribe will remit to the State  
745 any underpayment of the annual Revenue Share, and the State will  
746 either reimburse to the Tribe any overpayment of the annual  
747 Revenue Share or authorize the overpayment to be deducted from  
748 the next monthly payment.

749 C. Payments pursuant to Sections A. and B. above shall be  
750 made to the State via electronic funds transfer in a manner  
751 directed by the SCA. Payments will be due in accordance with the  
752 Payment Schedule set forth in Section B. The appropriation of  
753 any Payments received by the State pursuant to this Compact lies  
754 within the exclusive prerogative of the Legislature.

755 D. The Annual Oversight Assessment to reimburse the State  
756 for the actual costs of the operation of the SCA to perform its  
757 monitoring functions as defined in this Compact shall be  
758 determined and paid in quarterly installments within thirty (30)  
759 calendar days of receipt by the Tribe of an invoice from the  
760 SCA. The Tribe reserves the right to audit the invoices on an  
761 annual basis, a copy of which will be provided to the SCA, and  
762 any discrepancies found therein shall be reconciled within

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763 forty-five (45) calendar days of receipt of the audit by the  
764 SCA. Out-of-pocket expenses to be incurred by the Governor or  
765 his designee performing functions of the SCA unless and until  
766 the SCA is designated by the Legislature shall be advanced by  
767 the Tribe upon submission of properly documented requests.

768 E. As provided for 25 U.S.C. s. 2710(b)(2)(B)(v), the  
769 Tribe agrees to pay to the State an additional amount equal to 5  
770 percent of the annual amount set forth in Section B. of this  
771 Part, which funds shall be used for the purposes of offsetting  
772 the impacts of the Tribe's facilities on the operations of local  
773 governments.

774 F. With respect to all payments made by the Tribe to the  
775 State that were in any way related to benefits of exclusivity in  
776 gaming, which payments were remitted before the effective date  
777 of this Compact, such moneys shall be deemed forfeited by the  
778 Tribe and released to the State without further obligation or  
779 encumbrance. Acceptance and appropriation of such funds does not  
780 legitimize, validate, or otherwise ratify any previously  
781 proposed compact or the operation of class III games by the  
782 Tribe for any period prior to the effective date of this  
783 Compact.

784 G. Except as expressly provided in this Part and in Part  
785 XIV., nothing in this Compact shall be deemed to require the  
786 Tribe to make payments of any kind to the State or any of its  
787 agencies.

788  
789 PART XII.

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790       REDUCTION OF TRIBAL PAYMENTS BECAUSE OF LOSS OF EXCLUSIVITY  
791 OR OTHER CHANGES IN FLORIDA LAW.--The intent of this Part is to  
792 provide the Tribe with the right to operate Covered Games on an  
793 exclusive basis throughout the State, subject to the exceptions  
794 and provisions set forth below.

795       A. If Class III gaming as defined in this Compact, or  
796 other casino-style gambling where the results of such games are  
797 determined through the use of a random number generator, that is  
798 not presently authorized by or under Florida law is authorized  
799 for any location within the State of Florida that is under the  
800 jurisdiction of the State, including but not limited to (1)  
801 electronically-assisted bingo or pull-tab games or (2) video  
802 lottery terminals (VLTs) or any similar games that allow direct  
803 operation of the games by customers of the Florida Lottery, any  
804 successor entity or any licensee of the Florida Lottery or any  
805 successor entity, and such gambling begins to be offered for  
806 public or private use, the Payments due the State pursuant to  
807 Part XI., Sections A. and B. of this Compact shall cease until  
808 such gambling is no longer operated, in which event the Payments  
809 due the State pursuant to Part XI., Sections A. and B. of this  
810 Compact shall resume.

811       B. The following are exceptions to the exclusivity  
812 provisions of Section A. above.

813       1. Any Class III gaming authorized by a compact between  
814 the State and any other federally recognized tribe pursuant to  
815 the Indian Gaming Regulatory Act will not be a breach or other  
816 violation of the exclusivity provisions set forth in Section A.  
817 above.

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818       2. If a citizen's initiative amending the state  
819 constitution is passed by the voters of Florida authorizing,  
820 subject to approval by local referendum and implementation by  
821 the Legislature, the operation of slot machines or other Class  
822 III games in a jurisdiction not then authorized for such games  
823 under Florida law, and after which any entity begins to offer  
824 slot machine play or operates or conducts other Class III games  
825 authorized pursuant to the constitutional amendment, such  
826 activity will not be a breach or violation of the exclusivity  
827 provisions set forth in Section A., so long as the Tribe's total  
828 annual Net Win from Covered Games and revenues from its  
829 remaining Class II video bingo terminals (or their equivalent)  
830 exceeds \$1.37 billion. In the event revenue sharing payments are  
831 discontinued pursuant to this subsection, the abatement of the  
832 revenue sharing payments shall only extend until the Tribe's  
833 total annual Net Win from Covered Games and revenues from Class  
834 II video bingo terminals (or their equivalent) again exceeds  
835 \$1.37 billion.

836       3. The conduct of illegal or otherwise unauthorized Class  
837 III gaming within the State shall not be considered a breach or  
838 other violation of the exclusivity provisions set forth in  
839 Section A. above.

840       C. To the extent that the exclusivity provisions of this  
841 Part are discontinued and the Tribe's ongoing Payment  
842 obligations to the State pursuant to Part XI., Sections A. and  
843 B. of this Compact cease, any outstanding Payments that would  
844 have been due the State from the Tribe's Facilities prior to the

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845 breach/violation shall be made within thirty (30) business days  
846 after cessation.

847 D. The discontinuation of this Part's exclusivity  
848 provisions and the cessation of Payments pursuant to Part XI.,  
849 Sections A. and B. of this Compact shall not excuse the Tribe  
850 from continuing to comply with all other provisions of this  
851 Compact, including continuing to pay the State the Annual  
852 Oversight Assessment as set forth in Part XI., Section C. of  
853 this Compact. Furthermore, the State shall continue to have the  
854 right to monitor the Tribe's compliance with the Compact.

855 E. In the event that revenue sharing payments to the State  
856 made pursuant to Part XI., Sections A. and B. are discontinued  
857 under this Part, the annual amount payable to the State for the  
858 impacts to local governments under Part XI., Section E. shall be  
859 calculated as the amount paid for the last full revenue sharing  
860 year. Such payments shall continue to be calculated in such  
861 manner until the revenue sharing payments under Part XI.,  
862 Sections A. and B. are restored.

863 F. Nothing in this Compact is intended to affect the  
864 ability of the State Legislature to enact laws either further  
865 restricting or expanding gambling on non-tribal lands.

866

867 PART XIII.

868 DISPUTE RESOLUTION.--In the event that either party to this  
869 Compact believes that the other party has failed to comply with  
870 any requirements of this Compact, or in the event of any dispute  
871 hereunder, including, but not limited to, a dispute over the  
872 proper interpretation of the terms and conditions of this

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873 Compact, the goal of the Parties is to resolve all disputes  
874 amicably and voluntarily whenever possible. In pursuit of this  
875 goal, the following procedures may be invoked:

876 A. A party asserting noncompliance or seeking an  
877 interpretation of this Compact first shall serve written notice  
878 on the other party. The notice shall identify the specific  
879 Compact provision alleged to have been violated or in dispute  
880 and shall specify in detail the asserting party's contention and  
881 any factual basis for the claim. Representatives of the Tribe  
882 and State shall meet within thirty (30) calendar days of receipt  
883 of notice in an effort to resolve the dispute, unless they  
884 mutually agree to extend this period.

885 B. A party asserting noncompliance or seeking an  
886 interpretation of this Compact under this Part shall be deemed  
887 to have certified that to the best of the party's knowledge,  
888 information, and belief formed after reasonable inquiry, the  
889 claim of noncompliance or the request for interpretation of this  
890 Compact is warranted and made in good faith and not for any  
891 improper purpose, such as to harass or to cause unnecessary  
892 delay or the needless incurring of the cost of resolving the  
893 dispute.

894 C. If the parties are unable to resolve a dispute through  
895 the process specified in Sections A. and B. of this Part, either  
896 party can call for mediation under the Commercial Mediation  
897 Procedures of the American Arbitration Association (AAA), or any  
898 such successor procedures, provided that such mediation does not  
899 last more than sixty (60) calendar days, unless an extension to  
900 this time limit is mutually agreed to by the parties. The

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901 disputes available for resolution through mediation are limited  
902 to matters arising under the terms of this Compact.

903 D. If the parties are unable to resolve a dispute through  
904 the process specified in Sections A., B., and C. of this Part,  
905 notwithstanding any other provision of law, the State may bring  
906 an action against the Tribe in any court of competent  
907 jurisdiction regarding any dispute arising under this Compact.  
908 The State is entitled to all remedies available under law or in  
909 equity.

910 E. For purposes of actions based on disputes between the  
911 State and the Tribe that arise under this Compact and the  
912 enforcement of any judgment resulting therefrom, the Tribe  
913 expressly waives its right to assert sovereign immunity from  
914 suit and from enforcement of any ensuing judgment, and further  
915 consents to be sued in federal or state court, including the  
916 rights of appeal specified above, as the case may be, provided  
917 that (i) the dispute is limited solely to issues arising under  
918 this Compact, (ii) there is no claim for monetary damages  
919 (except that payment of any money required by the terms of this  
920 Compact, as well as injunctive relief or specific performance  
921 enforcing a provision of this Compact requiring the payment of  
922 money to the State may be sought), and (iii) nothing herein  
923 shall be construed to constitute a waiver of the sovereign  
924 immunity of the Tribe with respect to any third party that is  
925 made a party or intervenes as a party to the action.

926 F. The State may not be precluded from pursuing any  
927 mediation or judicial remedy against the Tribe on the grounds

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928 that the State has failed to exhaust its Tribal administrative  
929 remedies.

930 G. Notwithstanding anything to the contrary in this Part,  
931 any failure of the Tribe to remit the Payments pursuant to the  
932 terms of Part XI. will entitle the State to seek mandatory  
933 injunctive relief in federal or state court, at the State's  
934 election, to compel the Payments after exhausting the dispute  
935 resolution process in Sections A. and B. of this Part.

936 H. The State shall be entitled to seek immediate  
937 injunctive relief in the event the Tribe offers or continues to  
938 offer Class III games not authorized under this Compact.

939 I. If the parties are unable to resolve a dispute  
940 involving a claim by the Tribe against the State through the  
941 process specified in Sections A., B., and C. of this Part,  
942 notwithstanding any other provision of law, the Tribe may invoke  
943 non-binding arbitration of the dispute under the Commercial  
944 Arbitration Rules of the American Arbitration Association. The  
945 arbitrators' decision may not be enforced in any court. If the  
946 arbitrators find that the State is not in compliance with the  
947 Compact, the State shall have the opportunity to challenge the  
948 decision of the arbitrators by bringing an independent action  
949 against the Tribe in federal district court ("federal court")  
950 regarding the dispute underlying the arbitration in a district  
951 in which the federal court has venue. If the federal court  
952 declines to exercise jurisdiction, or federal precedent exists  
953 that rules that the federal court would not have jurisdiction  
954 over such a dispute, the State may bring the action in the  
955 Courts of the Seventeenth Judicial Circuit in and for Broward  
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956 County, Florida. The State is entitled to all rights of appeal  
957 permitted by law in the court system in which the action is  
958 brought. The State shall be entitled to de novo review of the  
959 arbitrators' decision under this Section. For the purpose of  
960 this Section, the Tribe agrees to waive its immunity as provided  
961 in Section E. of this Part.

962 J. If the arbitrators find that the State is not in  
963 compliance with the Compact and the State fails to file suit as  
964 provided above within sixty (60) calendar days of the  
965 arbitrators' decision or fails to maintain the suit through  
966 final judgment, including appeals, without the agreement of the  
967 Tribe, the Tribe may suspend Payment under Part XI. until the  
968 State comes into compliance with the arbitrators' decision.

969 K. If the State files suit as provided above and a final  
970 judgment is rendered by the court, the failure of the State to  
971 comply with the judgment shall constitute grounds for the Tribe  
972 to suspend Payment under Part XI. until the State comes into  
973 compliance with the court's judgment.

974

975 PART XIV.

976 Collection of Sales Tax on Sales to Non-Tribal Members.--

977 A. In addition to the Tribe's payments to the State set  
978 forth in Part XI., the Tribe shall collect and remit to the  
979 Florida Department of Revenue the taxes imposed by Chapter 212,  
980 Florida Statutes, on all sales to non-tribal members, except  
981 those non-tribal members who hold valid exemption certificates  
982 issued by the Florida Department of Revenue, exempting the sales  
983 from taxes imposed by Chapter 212, Florida Statutes.

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984 B. The Tribe shall register with the Department of Revenue  
985 and shall remit to the Department of Revenue the taxes collected  
986 pursuant to Section A. of this Part.

987 C. The Tribe shall retain for at least a period of five  
988 (5) years records of all sales to non-tribal members which are  
989 subject to taxation under Chapter 212, Florida Statutes. The  
990 Department of Revenue may conduct an audit not more often than  
991 annually in order to verify such collections. The Tribe shall  
992 provide reasonable access during normal operating hours to  
993 records of transactions subject to the taxes collected pursuant  
994 to Section A. of this Part.

995 D. Any disputes about the amounts collected pursuant to  
996 Section A. of this Part shall be resolved as provided for in  
997 Part XIII. of this Compact. For purposes of this Section, the  
998 Tribe agrees to waive its immunity as provided for in Part  
999 XIII., Section E. of this compact, except that the state may  
1000 seek monetary damages limited to the amount of taxes owed.

1001  
1002 PART XV.

1003 CONSTRUCTION OF COMPACT; SEVERANCE; FEDERAL APPROVAL.--

1004 A. If any provision of this Compact is held by a court of  
1005 competent jurisdiction to be invalid, this Compact will become  
1006 null and void. If any provision, part, section, or subsection of  
1007 this Compact is determined by a federal district court in  
1008 Florida or other court of competent jurisdiction to impose a  
1009 mandatory duty on the State of Florida that requires  
1010 authorization by the Florida Legislature, the duty conferred by  
1011 that particular provision, part, section or subsection shall no

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1012 longer be mandatory but will be deemed to be a matter within the  
1013 discretion of the Governor or other State officers, subject to  
1014 such legislative approval as may be required by Florida law.

1015 B. It is understood that Part XII. of this Compact, which  
1016 provides for a cessation of the Payments to the State under Part  
1017 XI., does not create any duty on the State of Florida but only a  
1018 remedy for the Tribe if Class III gambling under state  
1019 jurisdiction is expanded by an act of the Legislature.

1020 C. This Compact is intended to meet the requirements of  
1021 the Indian Gaming Regulatory Act as it reads on the Effective  
1022 Date of this Compact, and where reference is made to the Indian  
1023 Gaming Regulatory Act, or to an implementing regulation thereof,  
1024 the reference is deemed to have been incorporated into this  
1025 document as if set in full. Subsequent changes to the Indian  
1026 Gaming Regulatory Act that diminish the rights of the State or  
1027 Tribe may not be applied retroactively to alter the terms of  
1028 this Compact, except to the extent that federal law validly  
1029 mandates that retroactive application without the respective  
1030 consent of the State or Tribe.

1031 D. Neither the presence in another tribal-state compact of  
1032 language that is not included in this Compact, nor the absence  
1033 in this Compact of language that is present in another tribal-  
1034 state compact shall be a factor in construing the terms of this  
1035 Compact.

1036 E. The parties shall cooperate in seeking approval of this  
1037 Compact from the Secretary of the Interior and the parties  
1038 further agree that, upon execution, the Tribe shall submit the  
1039 Compact to the Secretary forthwith.

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PART XVI.

NOTICES.--All notices required under this Compact shall be given by (i) certified mail, return receipt requested, (ii) commercial overnight courier service, or (iii) personal delivery, to the following persons:

- A. The Governor.
- B. The General Counsel to the Governor.
- C. The Chair of the Seminole Tribe of Florida.
- D. The General Counsel to the Seminole Tribe of Florida.

PART XVII.

EFFECTIVE DATE & TERM.--

A. This Compact shall become effective upon its approval by the Secretary of the Interior as a tribal-state compact within the meaning of the Indian Gaming Regulatory Act either by publication of the notice of approval in the Federal Register or by operation of law under 25 U.S.C. s. 2710(d)(7)(C).

B. This Compact shall have a term of ten (10) years, beginning on the first day of the month following the month in which the Compact becomes effective under Section A. of this Part. This Compact shall remain in full force and effect until the sooner of expiration of its terms or until terminated by mutual agreement of the parties.

PART XVIII.

AMENDMENT OF COMPACT AND REFERENCES.--Amendment of this Compact may only be made by written agreement of the parties,

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1068 subject to approval by the Secretary either by publication of  
1069 the notice of approval in the Federal Register or by operation  
1070 of law under 25 U.S.C. s. 2710(d) (7) (C). Changes in the  
1071 provisions of tribal ordinances, regulations, and procedures  
1072 referenced in this Compact may be made by the Tribe with thirty  
1073 (30) calendar days advance notice to the State. If the State has  
1074 an objection to any change to the tribal ordinance, regulation  
1075 or procedure which is the subject of the notice on the ground  
1076 that its adoption would be a violation of the Tribe's  
1077 obligations under this Compact, the State may invoke the dispute  
1078 resolution provisions provided in Part XIII. of this Compact.

1080 PART XIX.

1081 MISCELLANEOUS.--

1082 A. Except to the extent expressly provided in this  
1083 Compact, this Compact is not intended to, and shall not be  
1084 construed to, create any right on the part of a third party to  
1085 bring an action to enforce any of its terms.

1086 B. If, after the Effective Date of this Compact, the State  
1087 enters into a Compact with any other Tribe that contains more  
1088 favorable terms with respect to any of the provisions of this  
1089 Compact and the U.S. Secretary of the Interior approves such  
1090 compact, either by publication of the notice of approval in the  
1091 Federal Register or by operation of law under 25 U.S.C. s.  
1092 2710(d) (7) (C), upon tribal notice to the State and the  
1093 Secretary, this Compact shall be deemed amended to contain the  
1094 more favorable terms, unless the State objects to the change and

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1095 can demonstrate, in a proceeding commenced under Part XIII.,  
1096 that the terms in question are not more favorable.

1097 C. Upon the occurrence of certain events beyond the  
1098 Tribe's control, including acts of God, war, terrorism, fires,  
1099 floods, or accidents causing damage to or destruction of one or  
1100 more of its Facilities or property necessary to operate the  
1101 Facility(ies), (i) the Tribe's obligation to pay the Guaranteed  
1102 Minimum Payment described in Part XI. shall be reduced pro rata  
1103 to reflect the percentage of the total Net Win lost to the Tribe  
1104 from the impacted Facility(ies) and (ii) the Net Win specified  
1105 under Part XII., Section B., for purposes of determining whether  
1106 the Tribe's Payments described in Part XI. shall cease, shall be  
1107 reduced pro rata to reflect the percentage of the total Net Win  
1108 lost to the Tribe from the impacted Facility(ies), with the  
1109 proviso that if Payments to the State have already stopped under  
1110 the provisions of Part XII., Section B., the provisions of this  
1111 Section shall not trigger a resumption of payments under that  
1112 Part. The foregoing shall not excuse any obligations of the  
1113 Tribe to make Payments to the State as and when required  
1114 hereunder or in any related document or agreement.

1115 D. The Tribe and the State recognize that opportunities to  
1116 engage in gaming in smoke-free or reduced-smoke environments  
1117 provides both health and other benefits to Patrons, and the  
1118 Tribe has already instituted a non-smoking section at its  
1119 Seminole Hard Rock Hotel & Casino - Hollywood Facility. As part  
1120 of its continuing commitment to this issue, the Tribe will:

1121 1. Install and utilize a ventilation system at all new  
1122 construction at its Facilities, which system exhausts tobacco

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1123 smoke to the extent reasonably feasible under existing state-of-  
1124 the-art technology; and

1125 2. Designate a smoke-free area for slot machines at all  
1126 new construction at its Facilities.

1127 3. Install non-smoking, vented tables for table games in  
1128 its Facilities sufficient to respond to demand for such tables.

1129 E. The annual average minimum pay-out of all slot machines  
1130 in each Facility shall not be less than eighty-five percent (85  
1131 percent).

1132 F. Nothing in this Compact shall alter any of the existing  
1133 memoranda of understanding, contracts, or other agreements  
1134 entered into between the Tribe and any other federal, state, or  
1135 local governmental entity.

1136 G. The Tribe currently has as set forth in its Employee  
1137 Fair Treatment and Dispute Resolution Policy, and agrees to  
1138 maintain, standards that are comparable to the standards  
1139 provided in federal laws and State laws forbidding employers  
1140 from discrimination in connection with the employment of persons  
1141 working at the Facilities on the basis of race, color, religion,  
1142 national origin, gender, age, disability/handicap, or marital  
1143 status. Nothing herein shall preclude the Tribe from giving  
1144 preference in employment, promotion, seniority, lay-offs or  
1145 retention to members of the Tribe and other federally recognized  
1146 tribes. The Tribe will comply with all federal and state labor  
1147 laws, where applicable.

1148 Section 2. This act shall take effect on the same date  
1149 that House Bill 7145, or similar legislation, takes effect if

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1150 such legislation is adopted during the same legislative session  
1151 or an extension thereof and becomes law.

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1155 **T I T L E A M E N D M E N T**

1156 Remove the entire title and insert:

1157 A bill to be entitled

1158 An act relating to gaming on Indian lands; creating s.  
1159 285.711, F.S.; authorizing and directing the Governor to  
1160 negotiate and execute a gaming compact between the state  
1161 and the Seminole Indian Tribe of Florida; providing a  
1162 title; providing recitals stating rights, powers, and  
1163 purpose of the parties to the compact; providing  
1164 definitions; authorizing the operation of certain games in  
1165 specified locations on Indian lands; authorizing expansion  
1166 or replacement of gaming facilities; prohibiting  
1167 additional gaming facilities; providing for rules and  
1168 regulations; providing minimum requirements for  
1169 operations; requiring certain procedures and signs  
1170 relating to compulsive gambling; providing a limitation of  
1171 liability for failing to identify a compulsive gambler;  
1172 requiring certain procedures to prevent certain  
1173 activities; providing for staff training, screening, and  
1174 certification, patron education, and security measures;  
1175 prohibiting a person under a certain age from playing the  
1176 games; requiring certain recordkeeping by the tribe and  
1177 the Seminole Tribal Gaming Commission; requiring the tribe

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HOUSE AMENDMENT

Bill No. CS/CS for SB 788

Amendment No.

1178 to stop certain card games; providing for patron disputes  
1179 and claims; providing for employee tort claims; providing  
1180 limitations on claims; providing for limited liability and  
1181 liability coverage of the tribe; providing for enforcement  
1182 of compact provisions; providing responsibilities of the  
1183 tribe and the commission; providing that the tribe and the  
1184 commission shall be responsible for regulating activities;  
1185 providing requirements for construction, operation, and  
1186 maintenance of facilities and the conduct of games;  
1187 providing for members and employees of the commission;  
1188 providing requirements for licensing members and  
1189 employees; providing for commission compliance officers;  
1190 requiring representatives of the commission and the State  
1191 Compliance Agency to meet to review practices and examine  
1192 methods to improve the regulatory scheme; providing for  
1193 state monitoring of the compact; authorizing the state to  
1194 secure an annual independent financial audit of the  
1195 conduct of the games; providing requirements and  
1196 limitations for such audit; authorizing the State  
1197 Compliance Agency to monitor the conduct of the games,  
1198 inspect any games in operation, and perform one annual  
1199 review of the slot machine compliance audit for certain  
1200 purposes; authorizing that agency to meet with the tribe's  
1201 Internal Audit Department for Gaming to review internal  
1202 controls and violations; providing procedures inspections  
1203 and for suspected or claimed violations; providing for  
1204 construction and application of the compact; providing  
1205 licensing and hearing requirements; providing for payment

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HOUSE AMENDMENT

Bill No. CS/CS for SB 788

Amendment No.

1206 of consideration to the state; providing a payment  
1207 schedule, payment amounts, and procedures for such  
1208 payments; providing procedures for auditing certain  
1209 revenue and review of unaudited revenue; providing that  
1210 certain prior payments shall be deemed forfeited and  
1211 released to the state; providing that acceptance and  
1212 appropriation of such funds does not legitimize, validate,  
1213 or otherwise ratify any previously proposed compact or the  
1214 operation of class III games by the tribe prior to the  
1215 effective date of this compact; providing the tribe with  
1216 the right to operate such games on an exclusive basis;  
1217 providing for reduction of tribal payments because of loss  
1218 of exclusivity or other changes in state law; providing  
1219 for exceptions to the exclusivity; providing procedures  
1220 for resolution of disputes among the parties and for  
1221 interpretation of the compact; requiring notice of a claim  
1222 of noncompliance; authorizing nonbinding arbitration and  
1223 providing procedures therefor; providing that for certain  
1224 purposes the tribe waives rights to immunity from suit and  
1225 enforcement of judgment; providing for collection of sales  
1226 tax on sales to non-tribal members; providing for  
1227 construction, application, and severability; providing for  
1228 federal approval; providing notice requirements; providing  
1229 an effective date and term of the compact; providing for  
1230 amendment of compact and references; providing for  
1231 application to third parties; providing for application to  
1232 any compact with any other tribe; providing for events  
1233 beyond the tribe's control; providing for smoke-free or

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HOUSE AMENDMENT

Bill No. CS/CS for SB 788

Amendment No.

1234 reduced-smoke environments; providing for minimum pay-out;  
1235 providing for effect of compact on agreements entered into  
1236 between the tribe and any other federal, state, or local  
1237 governmental entity; providing for employment practices;  
1238 providing a contingent effective date.

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