

1 A bill to be entitled
2 An act relating to gaming on Indian lands; creating s.
3 285.711, F.S.; authorizing and directing the Governor to
4 negotiate and execute a gaming compact between the state
5 and the Seminole Indian Tribe of Florida; providing a
6 title; providing recitals stating rights, powers, and
7 purpose of the parties to the compact; providing
8 definitions; authorizing the operation of certain games in
9 specified locations on Indian lands; authorizing expansion
10 or replacement of gaming facilities; prohibiting
11 additional gaming facilities; providing for rules and
12 regulations; providing minimum requirements for
13 operations; requiring certain procedures and signs
14 relating to compulsive gambling; providing a limitation of
15 liability for failing to identify a compulsive gambler;
16 requiring certain procedures to prevent certain
17 activities; providing for staff training, screening, and
18 certification, patron education, and security measures;
19 prohibiting a person under a certain age from playing the
20 games; requiring certain recordkeeping by the tribe and
21 the Seminole Tribal Gaming Commission; requiring the tribe
22 to stop certain card games; providing for patron disputes
23 and claims; providing for employee tort claims; providing
24 limitations on claims; providing for limited liability and
25 liability coverage of the tribe; providing for enforcement
26 of compact provisions; providing responsibilities of the
27 tribe and the commission; providing that the tribe and the
28 commission shall be responsible for regulating activities;

29 providing requirements for construction, operation, and
30 maintenance of facilities and the conduct of games;
31 providing for members and employees of the commission;
32 providing requirements for licensing members and
33 employees; providing for commission compliance officers;
34 requiring representatives of the commission and the State
35 Compliance Agency to meet to review practices and examine
36 methods to improve the regulatory scheme; providing for
37 state monitoring of the compact; authorizing the state to
38 secure an annual independent financial audit of the
39 conduct of the games; providing requirements and
40 limitations for such audit; authorizing the State
41 Compliance Agency to monitor the conduct of the games,
42 inspect any games in operation, and perform one annual
43 review of the slot machine compliance audit for certain
44 purposes; authorizing that agency to meet with the tribe's
45 Internal Audit Department for Gaming to review internal
46 controls and violations; providing procedures inspections
47 and for suspected or claimed violations; providing for
48 construction and application of the compact; providing
49 licensing and hearing requirements; providing for payment
50 of consideration to the state; providing a payment
51 schedule, payment amounts, and procedures for such
52 payments; providing procedures for auditing certain
53 revenue and review of unaudited revenue; providing that
54 certain prior payments shall be deemed forfeited and
55 released to the state; providing that acceptance and
56 appropriation of such funds does not legitimize, validate,

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57 | or otherwise ratify any previously proposed compact or the
58 | operation of class III games by the tribe prior to the
59 | effective date of this compact; providing the tribe with
60 | the right to operate such games on an exclusive basis;
61 | providing for reduction of tribal payments because of loss
62 | of exclusivity or other changes in state law; providing
63 | for exceptions to the exclusivity; providing procedures
64 | for resolution of disputes among the parties and for
65 | interpretation of the compact; requiring notice of a claim
66 | of noncompliance; authorizing nonbinding arbitration and
67 | providing procedures therefor; providing that for certain
68 | purposes the tribe waives rights to immunity from suit and
69 | enforcement of judgment; providing for collection of sales
70 | tax on sales to non-tribal members; providing for
71 | construction, application, and severability; providing for
72 | federal approval; providing notice requirements; providing
73 | an effective date and term of the compact; providing for
74 | amendment of compact and references; providing for
75 | application to third parties; providing for application to
76 | any compact with any other tribe; providing for events
77 | beyond the tribe's control; providing for smoke-free or
78 | reduced-smoke environments; providing for minimum pay-out;
79 | providing for effect of compact on agreements entered into
80 | between the tribe and any other federal, state, or local
81 | governmental entity; providing for employment practices;
82 | providing an effective date.

83 |
84 | Be It Enacted by the Legislature of the State of Florida:

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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85
 86 Section 1. Section 285.711, Florida Statutes, is created
 87 to read:

88 285.711 Gaming compact between the Seminole Tribe and the
 89 State of Florida.--The Governor is authorized and directed to
 90 negotiate and execute a gaming compact with the Seminole Tribe
 91 of Florida on behalf of the State of Florida subject to
 92 ratification by the Legislature in the form substantially as
 93 follows:

94
 95 Gaming Compact Between the Seminole Tribe of Florida and the
 96 State of Florida

97
 98 This compact is made and entered into by and between the
 99 Seminole Tribe of Florida, a federally recognized Indian Tribe
 100 and the State of Florida, with respect to the operation of
 101 covered games on the Tribe's Indian lands as defined by the
 102 Indian Gaming Regulatory Act, 25 U.S.C. ss. 2701 et seq.

103
 104 PART I.

105 TITLE.--This Compact shall be referred to as the "Seminole
 106 Tribe of Florida and State of Florida Gaming Compact."

107
 108 PART II.

109 RECITALS.--

110 A. The Seminole Tribe of Florida is a federally recognized
 111 tribal government possessing sovereign powers and rights of
 112 self-government.

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

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

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

122 E. Pursuant to the Seminole Tribe Amended Gaming
123 Ordinance, adopted by Resolution No. C-195-06, and approved by
124 the National Indian Gaming Commission on July 10, 2006,
125 hereafter referred to as the Seminole Tribal Gaming Code, the
126 Seminole Tribe of Florida desires to offer the play of Covered
127 Games, as defined in Part III. of this Compact, as a means of
128 generating revenues for purposes authorized by the Indian Gaming
129 Regulatory Act, including without limitation the support of
130 tribal governmental programs, such as health care, housing,
131 sewer and water projects, police, fire suppression, general
132 assistance for tribal elders, day care for children, economic
133 development, educational opportunities, per capita payments to
134 tribal members and other typical and valuable governmental
135 services and programs for tribal members.

136 F. It is in the best interest of the State of Florida to
137 enter into a compact with the Seminole Tribe of Florida. This
138 compact will generally benefit Florida, while at the same time
139 limiting the expansion of gaming within the State. The State of
140 Florida also recognizes that the significant revenue

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141 participation pursuant to the Compact in exchange for its
142 exclusivity provisions provide an opportunity to increase and
143 enhance the dollars available to spend on governmental programs
144 that benefit the citizens of Florida.

146 PART III.

147 DEFINITIONS.--As used in this Compact and the Appendices
148 thereto:

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

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

154 C. "Commission" means the Seminole Tribal Gaming
155 Commission, which is the tribal governmental agency that has the
156 authority to carry out the Tribe's regulatory and oversight
157 responsibilities under this Compact.

158 D. "Compact" means the Seminole Tribe of Florida and State
159 of Florida Gaming Compact.

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

162 1.(a) Slot machines, meaning any mechanical or electrical
163 contrivance, terminal that may or may not be capable of
164 downloading slot games from a central server system, machine, or
165 other device that, upon insertion of a coin, bill, ticket,
166 token, or similar object or upon payment of any consideration
167 whatsoever, including the use of any electronic payment system,
168 except a credit card or debit card, is available to play or

169 operate, the play or operation of which, whether by reason of
 170 skill or application of the element of chance or both, may
 171 deliver or entitle the person or persons playing or operating
 172 the contrivance, terminal, machine, or other device to receive
 173 cash, billets, tickets, tokens, or electronic credits to be
 174 exchanged for cash or to receive merchandise or anything of
 175 value whatsoever, whether the payoff is made automatically from
 176 the machine or manually. The term includes associated equipment
 177 necessary to conduct the operation of the contrivance, terminal,
 178 machine, or other device. Slot machines may use spinning reels,
 179 video displays, or both.

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

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

185 3. This definition specifically does not include banking
 186 or banked card games, including baccarat, chemin de fer and
 187 blackjack, roulette, craps, roulette-styled games, or craps-
 188 styled games.

189 F. "Covered Game Employee" or "Covered Employee" means any
 190 individual employed and licensed by the Tribe whose
 191 responsibilities include the rendering of services with respect
 192 to the operation, maintenance or management of Covered Games,
 193 including, but not limited to, the following: managers and
 194 assistant managers; accounting personnel; Commission officers;
 195 surveillance and security personnel; cashiers, supervisors, and
 196 floor personnel; cage personnel; and any other employee whose

197 employment duties require or authorize access to areas of the
 198 Facility related to the conduct of Covered Games or the
 199 technical support or storage of Covered Game components. This
 200 definition does not include the Tribe's elected officials
 201 provided that such individuals are not directly involved in the
 202 operation, maintenance, or management of Covered Games or
 203 Covered Games components.

204 G. "Documents" means books, records, electronic, magnetic
 205 and computer media documents and other writings and materials,
 206 copies thereof, and information contained therein.

207 H. "Effective Date" means the date on which the Compact
 208 becomes effective pursuant to Part XVII., Section A. of this
 209 Compact.

210 I. "Facility" or "Facilities" means any building of the
 211 Tribe in which the Covered Games authorized by this Compact are
 212 conducted on Indian lands as defined by the Indian Gaming
 213 Regulatory Act.

214 J. "Guaranteed Minimum Payment" means the minimum Payment
 215 the Tribe agrees to make to the State as provided by Part XI. of
 216 the Compact.

217 K. "Indian Gaming Regulatory Act" or "IGRA" means the
 218 Indian Gaming Regulatory Act, Pub. L. No. 100-497, Oct. 17,
 219 1988, 102 Stat. 2467, codified at 25 U.S.C. ss. 2701 et seq.,
 220 and 18 U.S.C. ss. 1166-1168.

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

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

225 N. "Non-tribal member" means a person who is not a bona
 226 fide member of an Indian tribe as defined in 25 U.S.C. s.
 227 2703(5).

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

231 P. "Reservation" means any of the seven Tribal locations
 232 currently with gaming facilities, specifically enumerated in
 233 Part IV., Section B.

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

237 R. "Revenue Sharing Cycle" means the annual (12-month)
 238 period of the Tribe's operation of Covered Games in its
 239 Facilities and whose first annual Cycle shall commence on the
 240 day the Tribe makes Covered Games available for public play in
 241 its Facilities.

242 S. "Rules and regulations" means the rules and regulations
 243 promulgated by the Commission for implementation of this
 244 Compact.

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

246 U. "State Compliance Agency" or "SCA" means any state
 247 agency that has the authority granted by the Legislature to
 248 carry out the State's oversight responsibilities under this
 249 Compact. The SCA shall be the Governor or his designee unless
 250 and until an SCA has been designated by the Legislature for this
 251 purpose.

252 V. "Tribe" means the Seminole Tribe of Florida or any
 253 affiliate thereof conducting activities pursuant to this Compact
 254 under the authority of the Seminole Tribe of Florida.

256 PART IV.

257 AUTHORIZATION AND LOCATION OF COVERED GAMES.--

258 A. The Tribe and State agree that the Tribe is authorized
 259 to operate Covered Games on its Indian lands, as defined in the
 260 Indian Gaming Regulatory Act, in accordance with the provisions
 261 of this Compact. However, except for the provisions in Part XI.,
 262 Section A. below, nothing in this Compact shall limit the
 263 Tribe's right to operate any game that is Class II under the
 264 Indian Gaming Regulatory Act.

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

268 1. Seminole Indian Casino on the Brighton Indian
 269 Reservation in Okeechobee County.

270 2. Seminole Indian Casino in the City of Coconut Creek in
 271 Broward County.

272 3. Seminole Indian Casino in the City of Hollywood in
 273 Broward County.

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

275 5. Seminole Indian Big Cypress Casino in the City of
 276 Clewiston in Hendry County.

277 6. Seminole Hard Rock Hotel & Casino in the City of
 278 Hollywood in Broward County.

279 7. Seminole Hard Rock Hotel & Casino in the City of Tampa
 280 in Hillsborough County.

281 C. Any of the identified Facilities in Section B. may be
 282 expanded or replaced by another Facility on the same reservation
 283 with advance notice to the State of sixty (60) calendar days,
 284 subject to the understanding that the number of existing
 285 Facilities on each reservation and the number of reservations
 286 upon which Class III gaming is authorized shall remain the same
 287 as provided in Section B.

288
 289 PART V.

290 RULES AND REGULATIONS; MINIMUM REQUIREMENTS FOR
 291 OPERATIONS.--

292 A. At all times during the Term of this Compact, the Tribe
 293 shall be responsible for all duties which are assigned to it and
 294 the Commission under this Compact. The Tribe shall promulgate
 295 any rules and regulations necessary to implement this Compact,
 296 which at a minimum shall expressly include or incorporate by
 297 reference all provisions of this Part and the procedural
 298 requirements of Part VI. of this Compact. Nothing in this
 299 Compact shall be construed to affect the Tribe's right to amend
 300 its rules and regulations, provided that any such amendment
 301 shall be in conformity with this Compact and subject to approval
 302 by the SCA. The SCA may propose additional rules and regulations
 303 consistent with and related to the implementation of this
 304 Compact to the Commission at any time, and the Commission shall
 305 give good faith consideration to such suggestions and shall
 306 notify the SCA of its response or action with respect thereto.

307 B. All Facilities shall comply with, and all Covered Games
 308 approved under this Compact shall be operated in accordance
 309 with, the requirements set forth in this Compact, including, but
 310 not limited to, those set forth in Sections C. and D. of this
 311 Part and the Tribe's Internal Control Policies and Procedures.
 312 In addition, all Facilities and all Covered Games shall be
 313 operated in strict compliance with tribal internal control
 314 standards that provide a level of control that equals or exceeds
 315 those set forth in the National Indian Gaming Commission's
 316 Minimum Internal Control Standards (25 C.F.R. Part 542), as the
 317 same may be amended or supplemented from time to time.

318 C. The Tribe and the Commission shall retain all records
 319 in compliance with the requirements set forth in the Record
 320 Retention Policies and Procedures.

321 D. The Tribe will continue and maintain its program to
 322 combat problem gambling and curtail compulsive gambling,
 323 including work with the Florida Council on Compulsive Gambling
 324 or other organization dedicated to assisting problem gamblers.
 325 The Tribe will continue to maintain the following safeguards
 326 against problem gambling.

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

331 2. The Tribe will make printed materials available to
 332 Patrons, which include contact information for the Florida
 333 Council on Compulsive Gambling 24-Hour Helpline (or other
 334 hotline dedicated to assisting problem gamblers), and will work

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335 with the Florida Council on Compulsive Gambling (or other
336 organization dedicated to assisting problem gamblers) to provide
337 contact information for the Florida Council on Compulsive
338 Gambling (or other organization dedicated to assisting problem
339 gamblers), and to provide such information on the Facilities'
340 internet website. The Tribe will continue to display all
341 literature from the Florida Council on Compulsive Gambling (or
342 other organization dedicated to assisting problem gamblers)
343 within the Facilities.

344 3. The Commission shall establish a list of the Patrons
345 voluntarily excluded from the Tribe's Facilities, pursuant to
346 subsection 5.

347 4. The Tribe shall employ its best efforts to exclude
348 Patrons on such list from entry into its Facilities; provided
349 that nothing in this Compact shall create for Patrons who are
350 excluded but gain access to the Facilities, or any other person,
351 a cause of action or claim against the State, the Tribe or the
352 Commission or any other person, entity, or agency for failing to
353 enforce such exclusion.

354 5. Patrons who believe they may be playing Covered Games
355 on a compulsive basis may request that their names be placed on
356 the list of the Patrons voluntarily excluded from the Tribe's
357 Facilities.

358 6. All Covered Game employees shall receive training on
359 identifying players who have a problem with compulsive gambling
360 and shall be instructed to ask them to leave. Signs bearing a
361 toll-free help-line number and educational and informational
362 materials shall be made available at conspicuous locations and

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363 automated teller machines in each Facility, which aim at the
364 prevention of problem gaming and which specify where Patrons may
365 receive counseling or assistance for gambling problems. All
366 Covered Game employees shall also be screened for compulsive
367 gambling habits. Nothing in this Section shall create for
368 Patrons, or any other person, a cause of action or claim against
369 the State, the Tribe or the Commission or any other person,
370 entity, or agency for failing to identify a Patron or person who
371 is a compulsive gambler and/or ask that person to leave.

372 7. The Tribe shall follow the rules for exclusion of
373 Patrons set forth in Article XI of the Seminole Tribal Gaming
374 Code.

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

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

383 E. Summaries of the rules for playing Covered Games and
384 promotional contests shall be visibly displayed in the
385 Facilities. Complete sets of rules shall be available in the
386 Facilities upon request. Copies of all such rules shall be
387 provided to the SCA within thirty (30) calendar days of their
388 issuance or their amendment.

389 F. The Tribe shall provide the Commission and SCA with a
390 chart of the supervisory lines of authority with respect to

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391 those directly responsible for the conduct of Covered Games, and
392 shall promptly notify those agencies of any material changes
393 thereto.

394 G. The Tribe engages in and shall continue to maintain
395 proactive approaches to prevent improper alcohol sales, drunk
396 driving, underage drinking, and underage gambling. These
397 approaches involve intensive staff training, screening and
398 certification, Patron education, and the use of security
399 personnel and surveillance equipment in order to enhance
400 Patrons' enjoyment of the Facilities and provide for Patron
401 safety. Staff training includes specialized employee training in
402 nonviolent crisis intervention, driver's license verification
403 and the detection of intoxication. Patron education is carried
404 out through notices transmitted on valet parking stubs, posted
405 signs in the Facilities and in brochures. Roving and fixed
406 security officers, along with surveillance cameras, assist in
407 the detection of intoxicated Patrons, investigate problems, and
408 engage with Patrons to de-escalate volatile situations. To help
409 prevent alcohol-related crashes, the Tribe will continue to
410 operate the "Safe Ride Home Program," a free taxi service.
411 Additionally, to reduce risks of underage gambling and underage
412 drinking, the Tribe will continue to prohibit entry onto the
413 casino floor of anyone under eighteen (18) years of age. The
414 Tribe shall maintain these programs and policies in its Alcohol
415 Beverage Control Act for the duration of the Compact but may
416 replace such programs and policies with either stricter or more
417 extensive programs and policies. The Tribe shall provide the
418 State with written notice of any changes to the programs and

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419 policies in the Tribe's Alcohol Beverage Control Act, which
420 notice shall include a copy of such changes and shall be sent on
421 or before the effective date of the change. Nothing in this
422 Section shall create for Patrons, or any other person, a cause
423 of action or claim against the State, the Tribe or the
424 Commission or any other person, entity, or agency for failing to
425 fulfill the requirements of this Section.

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

428 I. The Tribe may establish and operate Facilities that
429 operate Covered Games only on the reservations as defined by the
430 Indian Gaming Regulatory Act and as specified in Part IV. of
431 this Compact.

432 J. The Commission shall keep a record of, and shall report
433 at least quarterly to the SCA, the number of Covered Games in
434 each Facility, by the name or type of each and its identifying
435 number.

436 K. The Tribe presently conducts and shall continue to
437 conduct poker in each of its Facilities in compliance with
438 provisions of Florida law, including provisions that limit
439 wagers and pot sizes. However, the Tribe may hold up to two (2)
440 celebrity/charity poker tournaments per year in each of its
441 Facilities that are not subject to the limitations and
442 restrictions imposed by Florida law, provided that a minimum of
443 one hundred percent (100 percent) of the Net Poker Income from
444 each poker tournament is donated to a charitable organization
445 organized pursuant to Section 501(c)(3) of the Internal Revenue
446 Code. The maximum number of days a celebrity/charity tournament

447 will be played is eight (8) calendar days during the month a
 448 tournament is hosted. Any payments made to charitable
 449 organizations pursuant to this Part shall not be calculated as
 450 Net Win for purpose of payments to the State under Part XI.

451 L. The Tribe and the Commission shall make available a
 452 copy of the following documents to any member of the public upon
 453 request: the minimum internal control standards of the National
 454 Indian Gaming Commission; the Seminole Tribal Gaming Code; this
 455 Compact; the rules of each Covered Game operated by the Tribe;
 456 and the administrative procedures for addressing Patron tort
 457 claims under Part VI.

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

462 PART VI.

463 PATRON DISPUTES; WORKERS COMPENSATION: TORT CLAIMS; PRIZE
 464 CLAIMS; LIMITED CONSENT TO SUIT.--

465 A. All patron disputes involving gaming will be resolved
 466 in accordance with the procedures established in Article XI of
 467 the Seminole Tribal Gaming Code.

468 B. Tort claims by employees of the Tribe's Facilities will
 469 be handled pursuant to the provisions of the Tribe's Workers'
 470 Compensation Ordinance, which shall provide workers the same or
 471 better protections as set forth in Florida's workers
 472 compensation laws.

473 C. Disputes by employees of the Tribe's Facilities will be
 474 handled pursuant to the provisions of the Tribe's policy for

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475 gaming employees, the Employee Fair Treatment and Dispute
476 Resolution Policy.

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

481 2. The Tribe shall have ten (10) days to respond to a
482 claim made by a Patron. When the Tribe responds to an incident
483 alleged to have caused a Patron's injury or illness, the Tribe
484 shall provide a claim form to the Patron. It is the Patron's
485 responsibility to complete the form and forward the form to the
486 Tribe's Risk Management Department within a reasonable period of
487 time, and in a reasonable and timely manner.

488 3. Upon receiving written notification of the claim, the
489 Tribe's Risk Management Department shall forward the
490 notification to the Tribe's insurance carrier. The Tribe will
491 use its best efforts to assure that the insurance carrier
492 contacts the Patron within a reasonable period of time following
493 receipt of the claim.

494 4. The insurance carrier will handle the claim to
495 conclusion. If the Patron and the insurance carrier are not able
496 to resolve the claim, the Patron may bring a tort claim against
497 the Tribe in any court of competent jurisdiction in the County
498 in which the incident occurred, subject to a four (4) year
499 statute of limitations, which shall begin to run from the date
500 of the incident of the alleged claimed injury. Nothing in this
501 Part shall preclude a patron asserting a tort claim against the

502 Tribe from immediately filing suit in any court of competent
 503 jurisdiction without resorting to or exhausting tribal remedies

504 5. In no event shall the Tribe be deemed to have waived
 505 its tribal immunity from suit beyond \$500,000 for an individual
 506 tort claim and \$1,000,000 for the tort claims of all persons or
 507 entities claiming injury in tort arising out of a single event
 508 or occurrence. These limitations are intended to include
 509 liability for compensatory damages as well as any costs, pre-
 510 judgment interest and attorneys fees arising out of any claim
 511 brought or asserted against the Tribe, its subordinate
 512 governmental and economic units as well as any Tribal officials,
 513 employees, servants or agents in their official capacities.

514 6. The Tribe shall obtain and maintain a commercial
 515 general liability policy which provides coverage of no less than
 516 \$1,000,000 per occurrence and \$10,000,000 in the aggregate for
 517 bodily injury, personal injury, and property damage arising out
 518 of, connected with, or relating to the operation of Facilities
 519 where Covered Games are offered.

520 7. Notices explaining the procedures and time limitations
 521 with respect to making a tort claim shall be prominently
 522 displayed in the Facilities, posted on the Tribe's website, and
 523 provided to any Patron for whom the Tribe has notice of the
 524 injury or property damage giving rise to the tort claim. Such
 525 notices shall explain the method and places for making a tort
 526 claim.

527
 528 PART VII.

529 ENFORCEMENT OF COMPACT PROVISIONS.--

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530 A. The Tribe and the Commission shall be responsible for
531 regulating activities pursuant to this Compact. As part of its
532 responsibilities, the Tribe has adopted or issued standards
533 designed to ensure that the Facilities are constructed, operated
534 and maintained in a manner that adequately protects the
535 environment and public health and safety. Additionally, the
536 Tribe shall ensure that:

537 1. Operation of the conduct of Covered Games is in strict
538 compliance with (i) the Seminole Tribal Gaming Code, (ii) all
539 rules, regulations, procedures, specifications, and standards
540 lawfully adopted by the National Indian Gaming Commission and
541 the Commission, and (iii) the provisions of this Compact,
542 including, but not limited to, the standards and the Tribe's
543 rules and regulations set forth in the Appendices;

544 2. Reasonable measures are taken to:

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

547 (b) Prevent illegal activity at the Facilities or with
548 regard to the operation of Covered Games, including, but not
549 limited to, the maintenance of employee procedures and a
550 surveillance system;

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

554 (d) Ensure that the construction and maintenance of the
555 Facilities comply with the standards of the Florida Building
556 Code, the provisions of which the Tribe has adopted as the
557 Seminole Tribal Building Code; and

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558 (e) Ensure adequate emergency access plans have been
559 prepared to ensure the health and safety of all Covered Game
560 Patrons.

561 B. All licenses for members and employees of the
562 Commission shall be issued according to the same standards and
563 terms applicable to Facility employees. The Commission's
564 compliance officers shall be independent of the Tribal gaming
565 operations, and shall be supervised by and accountable only to
566 the Commission. A Commission compliance officer shall be
567 available to the Facility during all hours of operation upon
568 reasonable notice, and shall have immediate access to any and
569 all areas of the Facility for the purpose of ensuring compliance
570 with the provisions of this Compact. The Commission shall
571 investigate any such suspected or reported violation of this
572 Part and shall officially enter into its files timely written
573 reports of investigations and any action taken thereon, and
574 shall forward copies of such investigative reports to the SCA
575 within thirty (30) calendar days of such filing. The scope of
576 such reporting shall be determined by a Memorandum of
577 Understanding between the Commission and the SCA as soon as
578 practicable after the Effective Date of this Compact. Any such
579 violations shall be reported immediately to the Commission, and
580 the Commission shall immediately forward the same to the SCA. In
581 addition, the Commission shall promptly report to the SCA any
582 such violations which it independently discovers.

583 C. In order to develop and foster a positive and effective
584 relationship in the enforcement of the provisions of this
585 Compact, representatives of the Commission and the SCA shall

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586 meet, not less than on an annual basis, to review past practices
587 and examine methods to improve the regulatory scheme created by
588 this Compact. The meetings shall take place at a location
589 mutually agreed to by the Commission and the SCA. The SCA, prior
590 to or during such meetings, shall disclose to the Commission any
591 concerns, suspected activities, or pending matters reasonably
592 believed to possibly constitute violations of this Compact by
593 any person, organization or entity, if such disclosure will not
594 compromise the interest sought to be protected.

595
596 PART VIII.

597 STATE MONITORING OF COMPACT.--

598 A. The State may secure an annual independent financial
599 audit of the conduct of Covered Games subject to this Compact.
600 The audit shall examine revenues in connection with the conduct
601 of Covered Games and shall include only those matters necessary
602 to verify the determination of Net Win and the basis and amount
603 of, and the right to, and the amount of the Payments the Tribe
604 is obligated to make to the State pursuant to Part XI. of this
605 Compact and as defined by this Compact. A copy of the audit
606 report for the conduct of Covered Games shall be submitted to
607 the Commission within thirty (30) calendar days of completion.
608 Representatives of the SCA may, upon request, meet with the
609 Tribe and its auditors to discuss the audit or any matters in
610 connection therewith; provided, such discussions are limited to
611 Covered Games information. The annual independent financial
612 audit shall be performed by an independent accounting firm, with
613 experience in auditing casino operations, selected by the State,

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614 subject to the consent of the Tribe, which shall not be
615 unreasonably withheld. The Tribe shall pay the accounting firm
616 for the costs of the annual independent financial audit.

617 B. The SCA may, pursuant to the provisions of this
618 Compact, monitor the conduct of Covered Games to ensure that the
619 Covered Games are conducted in compliance with the provisions of
620 this Compact. In order to properly monitor the conduct of
621 Covered Games, agents of the SCA without prior notice shall have
622 reasonable access to all public areas of the Facilities related
623 to the conduct of Covered Games as provided herein.

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

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

632 3.(a) The SCA may inspect any Covered Games in operation
633 at the Facilities on a random basis to confirm that the Covered
634 Games operate and play properly pursuant to the manufacturer's
635 technical standards and are conducted in compliance with the
636 rules, regulations and standards established by the Commission
637 and this Compact. Such random inspections shall occur during
638 normal operating hours. No advance notice is required when the
639 SCA inspection is limited to public areas of the Facility;
640 however, representatives of the SCA shall provide notice to the
641 Commission of their presence for such inspections. The SCA shall

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642 provide at least 1 hour notice to the Commission of such
643 inspection at or prior to the commencement of the random
644 inspections when such inspection will include non-public areas,
645 and a Commission agent may accompany the inspection.

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

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

651 4. The SCA will seek to work with and obtain the
652 assistance of the Commission in the resolution of any conflicts
653 with the management of the Facilities, and the State and the
654 Tribe shall make their best efforts to resolve disputes through
655 negotiation whenever possible. Therefore, in order to foster a
656 spirit of cooperation and efficiency, the parties hereby agree
657 that when disputes arise between the SCA staff and Commission
658 regulators from the day-to-day regulation of the Facilities,
659 they should generally be resolved first through meeting and
660 conferring in good faith. This voluntary process does not
661 proscribe the right of either party to seek other relief that
662 may be available when circumstances require such relief. In the
663 event of a dispute or disagreement between Tribal and SCA
664 regulators, the dispute or disagreement shall be resolved in
665 accordance with the dispute resolution provisions of Part XIII.
666 of this Compact;

667 5. Access to each Facility by the SCA shall be during the
668 Facility's operating hours only, provided that to the extent
669 such inspections are limited to areas of the Facility where the

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670 public is normally permitted, the SCA agents may inspect the
671 Facility without giving prior notice to the Tribe or the
672 Commission;

673 6. Any suspected or claimed violations of this Compact or
674 law shall be directed in writing to the Commission; the SCA
675 agents, in conducting the functions assigned them under this
676 Compact, shall not unreasonably interfere with the functioning
677 of any Facility; and

678 7. Before the SCA agents enter any nonpublic area of a
679 Facility, they shall provide proper prior notice and
680 photographic identification to the Commission. The SCA agents
681 shall be accompanied in nonpublic areas of the Facility by a
682 Commission officer. Notice of at least one (1) hour by the SCA
683 to the Commission is required to assure that a Commission
684 officer is available to accompany the SCA agents at all times.

685 C. Subject to the provisions herein, agents of the SCA
686 shall have the right to review and request copies of documents
687 of the Facility related to its conduct of Covered Games. The
688 review and copying of such documents shall be during normal
689 business hours unless otherwise allowed by the Tribe at the
690 Tribe's discretion. The Tribe cannot refuse said inspection and
691 copying of such documents, provided that the inspectors cannot
692 require copies of documents in such volume that it unreasonably
693 interferes with the normal functioning of the Facilities or
694 Covered Games. To the extent that the Tribe provides the State
695 with information which the Tribe claims to be confidential and
696 proprietary, or a trade secret, the Tribe shall clearly mark
697 such information with the following designation: "Trade Secret,

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698 Confidential and Proprietary." If the State receives a request
699 under Chapter 119, Florida Statutes that would include such
700 designated information, the State shall promptly notify the
701 Tribe of such a request and the Tribe shall promptly notify the
702 State about its intent to seek judicial protection from
703 disclosure. Upon such notice from the Tribe, the State shall not
704 release the requested information until a judicial determination
705 is made. This designation and notification procedure does not
706 excuse the State from complying with the requirements of the
707 State's public records law, but is intended to provide the Tribe
708 the opportunity to seek whatever judicial remedy it deems
709 appropriate. Notwithstanding the foregoing procedure, the SCA
710 may provide copies of tribal documents to federal law
711 enforcement and other State agencies or State consultants that
712 the State deems reasonably necessary in order to conduct or
713 complete any investigation of suspected criminal activity in
714 connection with the Tribe's Covered Games or the operation of
715 the Facilities or in order to assure the Tribe's compliance with
716 this Compact.

717 D. At the completion of any SCA inspection or
718 investigation, the SCA may forward a written report thereof to
719 the Commission, containing all pertinent, nonconfidential,
720 nonproprietary information regarding any violation of applicable
721 laws or this Compact which was discovered during the inspection
722 or investigation unless disclosure thereof would adversely
723 impact an investigation of suspected criminal activity. Nothing
724 herein prevents the SCA from contacting tribal or federal law

725 enforcement authorities for suspected criminal wrongdoing
 726 involving the Commission.

727 E. Except as expressly provided in this Compact, nothing
 728 in this Compact shall be deemed to authorize the State to
 729 regulate the Tribe's government, including the Commission, or to
 730 interfere in any way with the Tribe's selection of its
 731 governmental officers, including members of the Commission.

732
 733 PART IX.

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

739
 740 PART X.

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

747
 748 PART XI.

749 PAYMENTS TO THE STATE OF FLORIDA.--

750 A. The parties acknowledge and recognize that this Compact
 751 provides the Tribe with partial but substantial exclusivity and
 752 other valuable consideration consistent with the goals of the

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753 Indian Gaming Regulatory Act, including special opportunities
754 for tribal economic development through gaming within the
755 external boundaries of Florida with respect to the play of
756 Covered Games. In consideration thereof, the Tribe covenants and
757 agrees, subject to the conditions agreed upon in Part XII. of
758 this Compact, to make Payments to the State derived from Net Win
759 as set forth in Section B. The Tribe further agrees to convert
760 all of its Class II video bingo terminals (or their equivalents)
761 to Class III slot machines within twenty-four (24) months after
762 the Effective Date of this Compact, or the Payment to the State
763 shall be calculated as if the conversion has been completed,
764 whether or not the Tribe has fully executed its conversion. The
765 Tribe further agrees that it will not purchase or lease any new
766 Class II video bingo terminals (or their equivalents) after the
767 Effective Date of this Compact.

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

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

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

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780 3. For each Revenue Sharing Cycles, to the extent that the
781 Revenue Share exceeds the Guaranteed Minimum Payment for each
782 Revenue Sharing Cycle, the Tribe agrees, as further provided in
783 subsection 4., to pay a Revenue Share for that Revenue Sharing
784 Cycle equal to eighteen percent (18 percent) of the Net Win
785 received by the Tribe from the operation and play of Covered
786 Games from each Revenue Sharing Cycle.

787 4.(a) On or before the fifteenth day of the month
788 following the first month of the Revenue Sharing Cycle, the
789 Tribe will remit to the State the greater amount of eight and
790 one-third percent (8.3 percent) of the estimated annual Revenue
791 Share or eight and one-third percent (8.3 percent) of the
792 Guaranteed Minimum Payment ("the monthly payment").

793 (b) The Tribe will make available to the State at the time
794 of the monthly payment the basis for the calculation of the
795 Payment.

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

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

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807 (b) For each quarter of these Revenue Sharing Cycles the
808 Tribe agrees to engage its independent auditors to conduct a
809 review of the un-audited net revenue from Covered Games. On or
810 before the one hundred and twentieth day after the end of the
811 Tribe's fiscal year, the Tribe agrees to require its independent
812 auditors to provide an audit report to verify Net Win for
813 Covered Games and the related Payment of the annual Revenue
814 Share to the SCA for State review.

815 (c) If the twelfth month of the Revenue Sharing Cycle does
816 not coincide with the Tribe's fiscal year, the Tribe agrees to
817 require its independent auditors to deduct Net Win from Covered
818 Games for any of the months that are outside of the Revenue
819 Sharing Cycle and to include Net Win from Covered Games for
820 those months which fall outside of the Tribe's audit period but
821 fall within the Revenue Sharing Cycle, prior to issuing the
822 audit report.

823 (d) No later than thirty (30) calendar days after the day
824 the audit report is issued, the Tribe will remit to the State
825 any underpayment of the annual Revenue Share, and the State will
826 either reimburse to the Tribe any overpayment of the annual
827 Revenue Share or authorize the overpayment to be deducted from
828 the next monthly payment.

829 C. Payments pursuant to Sections A. and B. above shall be
830 made to the State via electronic funds transfer in a manner
831 directed by the SCA. Payments will be due in accordance with the
832 Payment Schedule set forth in Section B. The appropriation of
833 any Payments received by the State pursuant to this Compact lies
834 within the exclusive prerogative of the Legislature.

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835 D. The Annual Oversight Assessment to reimburse the State
836 for the actual costs of the operation of the SCA to perform its
837 monitoring functions as defined in this Compact shall be
838 determined and paid in quarterly installments within thirty (30)
839 calendar days of receipt by the Tribe of an invoice from the
840 SCA. The Tribe reserves the right to audit the invoices on an
841 annual basis, a copy of which will be provided to the SCA, and
842 any discrepancies found therein shall be reconciled within
843 forty-five (45) calendar days of receipt of the audit by the
844 SCA. Out-of-pocket expenses to be incurred by the Governor or
845 his designee performing functions of the SCA unless and until
846 the SCA is designated by the Legislature shall be advanced by
847 the Tribe upon submission of properly documented requests.

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

854 F. With respect to all payments made by the Tribe to the
855 State that were in any way related to benefits of exclusivity in
856 gaming, which payments were remitted before the effective date
857 of this Compact, such moneys shall be deemed forfeited by the
858 Tribe and released to the State without further obligation or
859 encumbrance. Acceptance and appropriation of such funds does not
860 legitimize, validate, or otherwise ratify any previously
861 proposed compact or the operation of class III games by the

862 Tribe for any period prior to the effective date of this
 863 Compact.

864 G. Except as expressly provided in this Part and in Part
 865 XIV., nothing in this Compact shall be deemed to require the
 866 Tribe to make payments of any kind to the State or any of its
 867 agencies.

868
 869 PART XII.

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

875 A. If Class III gaming as defined in this Compact, or
 876 other casino-style gambling where the results of such games are
 877 determined through the use of a random number generator, that is
 878 not presently authorized by or under Florida law is authorized
 879 for any location within the State of Florida that is under the
 880 jurisdiction of the State, including but not limited to (1)
 881 electronically-assisted bingo or pull-tab games or (2) video
 882 lottery terminals (VLTs) or any similar games that allow direct
 883 operation of the games by customers of the Florida Lottery, any
 884 successor entity or any licensee of the Florida Lottery or any
 885 successor entity, and such gambling begins to be offered for
 886 public or private use, the Payments due the State pursuant to
 887 Part XI., Sections A. and B. of this Compact shall cease until
 888 such gambling is no longer operated, in which event the Payments

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889 due the State pursuant to Part XI., Sections A. and B. of this
890 Compact shall resume.

891 B. The following are exceptions to the exclusivity
892 provisions of Section A. above.

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

898 2. If a citizen's initiative amending the state
899 constitution is passed by the voters of Florida authorizing,
900 subject to approval by local referendum and implementation by
901 the Legislature, the operation of slot machines or other Class
902 III games in a jurisdiction not then authorized for such games
903 under Florida law, and after which any entity begins to offer
904 slot machine play or operates or conducts other Class III games
905 authorized pursuant to the constitutional amendment, such
906 activity will not be a breach or violation of the exclusivity
907 provisions set forth in Section A., so long as the Tribe's total
908 annual Net Win from Covered Games and revenues from its
909 remaining Class II video bingo terminals (or their equivalent)
910 exceeds \$1.37 billion. In the event revenue sharing payments are
911 discontinued pursuant to this subsection, the abatement of the
912 revenue sharing payments shall only extend until the Tribe's
913 total annual Net Win from Covered Games and revenues from Class
914 II video bingo terminals (or their equivalent) again exceeds
915 \$1.37 billion.

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916 3. The conduct of illegal or otherwise unauthorized Class
917 III gaming within the State shall not be considered a breach or
918 other violation of the exclusivity provisions set forth in
919 Section A. above.

920 C. To the extent that the exclusivity provisions of this
921 Part are discontinued and the Tribe's ongoing Payment
922 obligations to the State pursuant to Part XI., Sections A. and
923 B. of this Compact cease, any outstanding Payments that would
924 have been due the State from the Tribe's Facilities prior to the
925 breach/violation shall be made within thirty (30) business days
926 after cessation.

927 D. The discontinuation of this Part's exclusivity
928 provisions and the cessation of Payments pursuant to Part XI.,
929 Sections A. and B. of this Compact shall not excuse the Tribe
930 from continuing to comply with all other provisions of this
931 Compact, including continuing to pay the State the Annual
932 Oversight Assessment as set forth in Part XI., Section C. of
933 this Compact. Furthermore, the State shall continue to have the
934 right to monitor the Tribe's compliance with the Compact.

935 E. In the event that revenue sharing payments to the State
936 made pursuant to Part XI., Sections A. and B. are discontinued
937 under this Part, the annual amount payable to the State for the
938 impacts to local governments under Part XI., Section E. shall be
939 calculated as the amount paid for the last full revenue sharing
940 year. Such payments shall continue to be calculated in such
941 manner until the revenue sharing payments under Part XI.,
942 Sections A. and B. are restored.

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

946

947 PART XIII.

948 DISPUTE RESOLUTION.--In the event that either party to this
949 Compact believes that the other party has failed to comply with
950 any requirements of this Compact, or in the event of any dispute
951 hereunder, including, but not limited to, a dispute over the
952 proper interpretation of the terms and conditions of this
953 Compact, the goal of the Parties is to resolve all disputes
954 amicably and voluntarily whenever possible. In pursuit of this
955 goal, the following procedures may be invoked:

956 A. A party asserting noncompliance or seeking an
957 interpretation of this Compact first shall serve written notice
958 on the other party. The notice shall identify the specific
959 Compact provision alleged to have been violated or in dispute
960 and shall specify in detail the asserting party's contention and
961 any factual basis for the claim. Representatives of the Tribe
962 and State shall meet within thirty (30) calendar days of receipt
963 of notice in an effort to resolve the dispute, unless they
964 mutually agree to extend this period.

965 B. A party asserting noncompliance or seeking an
966 interpretation of this Compact under this Part shall be deemed
967 to have certified that to the best of the party's knowledge,
968 information, and belief formed after reasonable inquiry, the
969 claim of noncompliance or the request for interpretation of this
970 Compact is warranted and made in good faith and not for any

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971 improper purpose, such as to harass or to cause unnecessary
972 delay or the needless incurring of the cost of resolving the
973 dispute.

974 C. If the parties are unable to resolve a dispute through
975 the process specified in Sections A. and B. of this Part, either
976 party can call for mediation under the Commercial Mediation
977 Procedures of the American Arbitration Association (AAA), or any
978 such successor procedures, provided that such mediation does not
979 last more than sixty (60) calendar days, unless an extension to
980 this time limit is mutually agreed to by the parties. The
981 disputes available for resolution through mediation are limited
982 to matters arising under the terms of this Compact.

983 D. If the parties are unable to resolve a dispute through
984 the process specified in Sections A., B., and C. of this Part,
985 notwithstanding any other provision of law, the State may bring
986 an action against the Tribe in any court of competent
987 jurisdiction regarding any dispute arising under this Compact.
988 The State is entitled to all remedies available under law or in
989 equity.

990 E. For purposes of actions based on disputes between the
991 State and the Tribe that arise under this Compact and the
992 enforcement of any judgment resulting therefrom, the Tribe
993 expressly waives its right to assert sovereign immunity from
994 suit and from enforcement of any ensuing judgment, and further
995 consents to be sued in federal or state court, including the
996 rights of appeal specified above, as the case may be, provided
997 that (i) the dispute is limited solely to issues arising under
998 this Compact, (ii) there is no claim for monetary damages

999 (except that payment of any money required by the terms of this
 1000 Compact, as well as injunctive relief or specific performance
 1001 enforcing a provision of this Compact requiring the payment of
 1002 money to the State may be sought), and (iii) nothing herein
 1003 shall be construed to constitute a waiver of the sovereign
 1004 immunity of the Tribe with respect to any third party that is
 1005 made a party or intervenes as a party to the action.

1006 F. The State may not be precluded from pursuing any
 1007 mediation or judicial remedy against the Tribe on the grounds
 1008 that the State has failed to exhaust its Tribal administrative
 1009 remedies.

1010 G. Notwithstanding anything to the contrary in this Part,
 1011 any failure of the Tribe to remit the Payments pursuant to the
 1012 terms of Part XI. will entitle the State to seek mandatory
 1013 injunctive relief in federal or state court, at the State's
 1014 election, to compel the Payments after exhausting the dispute
 1015 resolution process in Sections A. and B. of this Part.

1016 H. The State shall be entitled to seek immediate
 1017 injunctive relief in the event the Tribe offers or continues to
 1018 offer Class III games not authorized under this Compact.

1019 I. If the parties are unable to resolve a dispute
 1020 involving a claim by the Tribe against the State through the
 1021 process specified in Sections A., B., and C. of this Part,
 1022 notwithstanding any other provision of law, the Tribe may invoke
 1023 non-binding arbitration of the dispute under the Commercial
 1024 Arbitration Rules of the American Arbitration Association. The
 1025 arbitrators' decision may not be enforced in any court. If the
 1026 arbitrators find that the State is not in compliance with the

1027 Compact, the State shall have the opportunity to challenge the
 1028 decision of the arbitrators by bringing an independent action
 1029 against the Tribe in federal district court ("federal court")
 1030 regarding the dispute underlying the arbitration in a district
 1031 in which the federal court has venue. If the federal court
 1032 declines to exercise jurisdiction, or federal precedent exists
 1033 that rules that the federal court would not have jurisdiction
 1034 over such a dispute, the State may bring the action in the
 1035 Courts of the Seventeenth Judicial Circuit in and for Broward
 1036 County, Florida. The State is entitled to all rights of appeal
 1037 permitted by law in the court system in which the action is
 1038 brought. The State shall be entitled to de novo review of the
 1039 arbitrators' decision under this Section. For the purpose of
 1040 this Section, the Tribe agrees to waive its immunity as provided
 1041 in Section E. of this Part.

1042 J. If the arbitrators find that the State is not in
 1043 compliance with the Compact and the State fails to file suit as
 1044 provided above within sixty (60) calendar days of the
 1045 arbitrators' decision or fails to maintain the suit through
 1046 final judgment, including appeals, without the agreement of the
 1047 Tribe, the Tribe may suspend Payment under Part XI. until the
 1048 State comes into compliance with the arbitrators' decision.

1049 K. If the State files suit as provided above and a final
 1050 judgment is rendered by the court, the failure of the State to
 1051 comply with the judgment shall constitute grounds for the Tribe
 1052 to suspend Payment under Part XI. until the State comes into
 1053 compliance with the court's judgment.

1054

PART XIV.

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

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

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

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

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

PART XV.

1083 CONSTRUCTION OF COMPACT; SEVERANCE; FEDERAL APPROVAL.--
 1084 A. If any provision of this Compact is held by a court of
 1085 competent jurisdiction to be invalid, this Compact will become
 1086 null and void. If any provision, part, section, or subsection of
 1087 this Compact is determined by a federal district court in
 1088 Florida or other court of competent jurisdiction to impose a
 1089 mandatory duty on the State of Florida that requires
 1090 authorization by the Florida Legislature, the duty conferred by
 1091 that particular provision, part, section or subsection shall no
 1092 longer be mandatory but will be deemed to be a matter within the
 1093 discretion of the Governor or other State officers, subject to
 1094 such legislative approval as may be required by Florida law.
 1095 B. It is understood that Part XII. of this Compact, which
 1096 provides for a cessation of the Payments to the State under Part
 1097 XI., does not create any duty on the State of Florida but only a
 1098 remedy for the Tribe if Class III gambling under state
 1099 jurisdiction is expanded by an act of the Legislature.
 1100 C. This Compact is intended to meet the requirements of
 1101 the Indian Gaming Regulatory Act as it reads on the Effective
 1102 Date of this Compact, and where reference is made to the Indian
 1103 Gaming Regulatory Act, or to an implementing regulation thereof,
 1104 the reference is deemed to have been incorporated into this
 1105 document as if set in full. Subsequent changes to the Indian
 1106 Gaming Regulatory Act that diminish the rights of the State or
 1107 Tribe may not be applied retroactively to alter the terms of
 1108 this Compact, except to the extent that federal law validly
 1109 mandates that retroactive application without the respective
 1110 consent of the State or Tribe.

1111 D. Neither the presence in another tribal-state compact of
 1112 language that is not included in this Compact, nor the absence
 1113 in this Compact of language that is present in another tribal-
 1114 state compact shall be a factor in construing the terms of this
 1115 Compact.

1116 E. The parties shall cooperate in seeking approval of this
 1117 Compact from the Secretary of the Interior and the parties
 1118 further agree that, upon execution, the Tribe shall submit the
 1119 Compact to the Secretary forthwith.

1120

1121 PART XVI.

1122 NOTICES.--All notices required under this Compact shall be
 1123 given by (i) certified mail, return receipt requested, (ii)
 1124 commercial overnight courier service, or (iii) personal
 1125 delivery, to the following persons:

- 1126 A. The Governor.
- 1127 B. The General Counsel to the Governor.
- 1128 C. The Chair of the Seminole Tribe of Florida.
- 1129 D. The General Counsel to the Seminole Tribe of Florida.

1130

1131 PART XVII.

1132 EFFECTIVE DATE & TERM.--

1133 A. This Compact shall become effective upon its approval
 1134 by the Secretary of the Interior as a tribal-state compact
 1135 within the meaning of the Indian Gaming Regulatory Act either by
 1136 publication of the notice of approval in the Federal Register or
 1137 by operation of law under 25 U.S.C. s. 2710(d)(7)(C).

1138 B. This Compact shall have a term of ten (10) years,
 1139 beginning on the first day of the month following the month in
 1140 which the Compact becomes effective under Section A. of this
 1141 Part. This Compact shall remain in full force and effect until
 1142 the sooner of expiration of its terms or until terminated by
 1143 mutual agreement of the parties.

1144
 1145 PART XVIII.

1146 AMENDMENT OF COMPACT AND REFERENCES.--Amendment of this
 1147 Compact may only be made by written agreement of the parties,
 1148 subject to approval by the Secretary either by publication of
 1149 the notice of approval in the Federal Register or by operation
 1150 of law under 25 U.S.C. s. 2710(d) (7) (C). Changes in the
 1151 provisions of tribal ordinances, regulations, and procedures
 1152 referenced in this Compact may be made by the Tribe with thirty
 1153 (30) calendar days advance notice to the State. If the State has
 1154 an objection to any change to the tribal ordinance, regulation
 1155 or procedure which is the subject of the notice on the ground
 1156 that its adoption would be a violation of the Tribe's
 1157 obligations under this Compact, the State may invoke the dispute
 1158 resolution provisions provided in Part XIII. of this Compact.

1159
 1160 PART XIX.

1161 MISCELLANEOUS.--

1162 A. Except to the extent expressly provided in this
 1163 Compact, this Compact is not intended to, and shall not be
 1164 construed to, create any right on the part of a third party to
 1165 bring an action to enforce any of its terms.

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1166 B. If, after the Effective Date of this Compact, the State
1167 enters into a Compact with any other Tribe that contains more
1168 favorable terms with respect to any of the provisions of this
1169 Compact and the U.S. Secretary of the Interior approves such
1170 compact, either by publication of the notice of approval in the
1171 Federal Register or by operation of law under 25 U.S.C. s.
1172 2710(d)(7)(C), upon tribal notice to the State and the
1173 Secretary, this Compact shall be deemed amended to contain the
1174 more favorable terms, unless the State objects to the change and
1175 can demonstrate, in a proceeding commenced under Part XIII.,
1176 that the terms in question are not more favorable.

1177 C. Upon the occurrence of certain events beyond the
1178 Tribe's control, including acts of God, war, terrorism, fires,
1179 floods, or accidents causing damage to or destruction of one or
1180 more of its Facilities or property necessary to operate the
1181 Facility(ies), (i) the Tribe's obligation to pay the Guaranteed
1182 Minimum Payment described in Part XI. shall be reduced pro rata
1183 to reflect the percentage of the total Net Win lost to the Tribe
1184 from the impacted Facility(ies) and (ii) the Net Win specified
1185 under Part XII., Section B., for purposes of determining whether
1186 the Tribe's Payments described in Part XI. shall cease, shall be
1187 reduced pro rata to reflect the percentage of the total Net Win
1188 lost to the Tribe from the impacted Facility(ies), with the
1189 proviso that if Payments to the State have already stopped under
1190 the provisions of Part XII., Section B., the provisions of this
1191 Section shall not trigger a resumption of payments under that
1192 Part. The foregoing shall not excuse any obligations of the

1193 Tribe to make Payments to the State as and when required
 1194 hereunder or in any related document or agreement.

1195 D. The Tribe and the State recognize that opportunities to
 1196 engage in gaming in smoke-free or reduced-smoke environments
 1197 provides both health and other benefits to Patrons, and the
 1198 Tribe has already instituted a non-smoking section at its
 1199 Seminole Hard Rock Hotel & Casino - Hollywood Facility. As part
 1200 of its continuing commitment to this issue, the Tribe will:

1201 1. Install and utilize a ventilation system at all new
 1202 construction at its Facilities, which system exhausts tobacco
 1203 smoke to the extent reasonably feasible under existing state-of-
 1204 the-art technology; and

1205 2. Designate a smoke-free area for slot machines at all
 1206 new construction at its Facilities.

1207 3. Install non-smoking, vented tables for table games in
 1208 its Facilities sufficient to respond to demand for such tables.

1209 E. The annual average minimum pay-out of all slot machines
 1210 in each Facility shall not be less than eighty-five percent (85
 1211 percent).

1212 F. Nothing in this Compact shall alter any of the existing
 1213 memoranda of understanding, contracts, or other agreements
 1214 entered into between the Tribe and any other federal, state, or
 1215 local governmental entity.

1216 G. The Tribe currently has as set forth in its Employee
 1217 Fair Treatment and Dispute Resolution Policy, and agrees to
 1218 maintain, standards that are comparable to the standards
 1219 provided in federal laws and State laws forbidding employers
 1220 from discrimination in connection with the employment of persons

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1221 working at the Facilities on the basis of race, color, religion,
1222 national origin, gender, age, disability/handicap, or marital
1223 status. Nothing herein shall preclude the Tribe from giving
1224 preference in employment, promotion, seniority, lay-offs or
1225 retention to members of the Tribe and other federally recognized
1226 tribes. The Tribe will comply with all federal and state labor
1227 laws, where applicable.

1228 Section 2. This act shall take effect upon becoming a law.