

1. The exclusivity provision in Part XII.A. (Page 34) refers to “other casino-style gaming,” “video lottery terminals (VLTs)” and “electronically-assisted bingo” but these terms are undefined.

(a) Please provide the definition for each term that would be applicable.

“Other casino-style gaming” means any form of gaming that can be played in a casino setting.

“Video lottery terminals” are gaming machines that allow betting on the outcome of a video game, similar to slot machines.

“Electronically-assisted bingo” machines are bingo games with a player-operated electronic device, including Class II Video Bingo Terminals as defined in Part III.B. of the Compact.

(b) Please identify whether each such game is Class II or Class III under IGRA.

“Video lottery terminals” or “electronically-assisted bingo” may be Class II or Class III under IGRA.

(c) Please identify the basis for supporting this definition.

These are generally accepted definitions based on plain-language meaning.

(d) Please identify whether this definition would be the generally accepted definition of the game that the courts would use in interpreting the compact.

Yes.

2. Part III.F.3. (Page 4) includes “raffles and drawings” within the definition of “covered games.”

(a) Please explain the basis for including this provision within the definition of “covered games.”

The basis is to clarify that the Tribe may offer “raffles and drawings” as a covered game.

(b) Please explain what games fall within the meaning of those terms.

The generally accepted definition of “raffle” is a game in which a number of persons buy a chance to win a prize. See Section 849.0935(1)(a), Florida Statutes, for a definition of “drawing.”

(c) Please explain whether this provision permits the Tribe to offer a lottery or lottery-style games.

It provides for the Tribe to offer “raffles and drawings” as previously defined.

3. “Net Win” is defined to be the total receipts from the play of all covered games, which does not include free play or promotional credits, less all prize payouts (Page 8).
- (a) There are two possible interpretations for this term: (1) Net win = (Total receipts-free play) – prize payouts; or (2) Net win = Total receipts – (free play – prize payouts). We anticipate the correct interpretation is (1). Please confirm if this correct.

Interpretation (1) is correct.

- (b) The payment schedule (Page 28) refers to “. . . Net Win received by the Tribe” Does this provision permit the Tribe to exclude from Net Win any moneys, such as, costs for leasing slot machines?

No. The Tribe is not permitted any offset or exclusion from the “Net Win” from any Covered Game.

4. The exclusivity provision in Part XII.A. (Page 34) provides that “[i]f, after September 1, 2009, Florida law is amended or interpreted to allow any expansion of Class III gaming or other casino-style gaming...or any similar games...that allow direct operation of the games by customers of the Florida Lottery...payments due the State...shall cease....”

- (a) This provision appears to be missing a parenthesis, which can lead to several different meanings of the provision depending upon which clauses are within the parenthetical. Please advise where the missing parenthesis should be placed.

A parenthesis is not missing, but an extra parenthesis was mistakenly added. Please delete the first parenthesis in Part XII.A., which appears before the word “including”, and instead, insert a comma. The section should read: “If, after September 1, 2009, Florida law is amended or interpreted to allow any expansion of Class III gaming or other casino-style gaming, including but not limited to . . .”

- (b) Is the exclusivity provision in Part XII.A. of the compact intended to be limited solely to the expansion in the number or types of games operated by customers of the Florida Lottery. If so, how?

No.

- (c) If not, please advise what the clause “. . . that allow direct operation of the games by customers of the Florida Lottery” is intended to modify in Part XII.A. and the impact of that clause.

This clause modifies “VLT’s or any similar games.” It is intended to cover expansion that permits video lottery terminals operated by the Florida Lottery, that are akin to slot machines.

- (d) Is poker considered to be an “other casino-style” game? If so, would changes to Florida law relating to poker trigger a reduction or cessation of payments?

Poker can be a “casino-style” game. However, Part XII.B.7. provides that “the operation of no-limit poker at card rooms licensed by the State of Florida” is a specific exception to the exclusivity provisions of the Compact. Without knowing the specific “changes to Florida law relating to poker,” it is impossible to hypothesize as to any “reduction or cessation of payments.”

5. The exclusivity provision in Part XII.A. (Page 34) provides that payments due the State shall cease if Florida law is “. . . interpreted to allow any expansion” of gaming. Additionally, Part XII.B.4. (Pages 36-37), provides that payments due the State shall be calculated by excluding Net Win from the Tribe’s facilities in Broward County if Florida law is “interpreted” to allow certain games in Miami-Dade or Broward Counties.

- (a) Please explain whether an interpretation within the meaning of these provisions is limited to judicial interpretations, or whether the term includes other non-judicial interpretations, such as, a declaratory statement by a state agency, an Attorney General Opinion, or an opinion of a member or representative of the Seminole Tribe with the authority to make such an interpretation on the behalf of the Tribe.

The term includes judicial interpretations, and non-judicial interpretations provided by a State agency or the Florida Attorney General which are subject to judicial review.

- (b) Please advise whether such interpretation must be in writing.

Yes.

- (c) Is the application of either of these provisions stayed if the interpretation occurs in a forum that is subject to judicial or administrative review?

No.

- (d) If the application is stayed, please identify the basis for such a stay under the compact.

None.

- (e) Is the reduction or cessation of payments effective when the law is interpreted or when such games are offered in fact?

Payments cease when “such gambling begins.” See Part XII.A. and XII.B.4.

6. The exception to exclusivity in Part XII.B.1. (Page 35) permits continuation of payments to the State if the State enters into a compact with any other federally recognized tribe pursuant to IGRA “. . . provided the tribe has land in federal trust in the State as of January 1, 2009.”

(a) What was the purpose for adding the clause “. . . provided the tribe has land in federal trust in the State as of January 1, 2009” to this exception?

The exception is limited to compacts with tribes in Florida currently having federal trust land. These tribes are currently known, which creates certainty regarding the exclusivity agreement between the Tribe and the State.

(b) If the State is required to conduct good faith negotiations under IGRA with a federally-recognized tribe that obtains lands in federal trust after January 1, 2009, and enters into a compact for class III gaming with that tribe, would all payments to the State by the Seminole Tribe cease?

Payments by the Seminole Tribe would not automatically cease upon the State entering into a compact for Class III gaming with that Tribe. Payments would not be affected unless “such gambling begins” (See Part XII.A. and XII.B.4.), and any reduction in payment would depend on the location of the gaming pursuant to the terms of the Compact.

7. The exception to exclusivity in Part XII.B.2. (Page 35) authorizes slot machines at the seven (7) presently licensed pari-mutuel facilities in Broward and Miami-Dade Counties and at the existing facility in Hialeah Park, provided that “. . . such licenses are not transferred or otherwise used to move or operate such slot machines at any location not presently authorized.” Under this provision, it is unclear what happens if slot machines are transferred from one of the seven existing pari-mutuels facilities to another location.

(a) Does such transfer trigger an elimination of payments pursuant to Part XII.A, a payment reduction for the Broward Tribal facilities under the exception in Part XII.B.3., or does it trigger a payment cessation for the Broward Tribal facilities under the exception in Part XII.B.4.?

A transfer of a license to a facility not presently authorized to operate slot machines triggers a payment cessation for the Broward Tribal facilities under Part XII.B.4.

(b) Who exercises the discretion to determine which provision applies and how does that person exercise that discretion?

The Compact should dictate the applicable provision. However, in the event there is a dispute between the Parties, the Compact provides a Dispute Resolution Process (Part XIII) “in the event of any dispute hereunder, including, but not limited to, a dispute over the proper interpretation of the terms and conditions of this Compact . . .”

- (c) What specific provisions in the proposed compact and other factors are applicable to the determination of which exception applies?

A transfer of a license to a new facility allowing for gaming at a location “that is not presently licensed for play of such games at such location,” falls specifically under Part XII.B.4.

8. The exception to exclusivity in Part XII.B.3. (Pages 35 and 36) triggers a payment reduction for Broward Tribal facilities if the Florida Constitution or statutes are amended to allow the play of “. . . any additional type of game (such as blackjack). . . .”

- (a) Is the example of “blackjack” intended to limit the application of this provision to Class III games?

No.

- (b) Would bingo, electronic bingo machines, or other Class II games fall with the parameters of this provision?

Yes.

- (c) Would games of skill fall under the parameters of this provision?

“Games of skill” is not a term used in the Compact and subject to a number of definitions. However, “games of skill” that constitute “casino-style gaming” would fall under the parameters of this provision.

- (d) Please provide specific examples of games that would be considered to fall within the parameters of this provision.

Blackjack, Roulette, Craps.

9. The exception to exclusivity in Part XII.B.3. (Pages 35 and 36) triggers a payment reduction for the Broward Tribal facilities if the Florida Constitution or statutes are amended to allow the play of “. . . any additional type of game” and the “. . . Tribe’s annual Net Win from its Facilities located in Broward County for the 12 month period after the expansion is less than the Net Win for the 12 month period preceding the commencement of such expansion, or if the commencement of such new authorization is made during the Initial Period, the last 12 months under the 2007 Compact. . . herein after referred to as the ‘Net Revenue Base’. . . .”

- (a) Is “commencement” the effective date of the authorization of such games or the date on which such games are offered in fact?

“Commencement” is the date when “such gambling begins.” See Part XII.A.

- (b) The term “Net Revenue Base” is defined in Part XII.B.3.(b). Please explain whether the term applies to the last 12 months under the 2007 compact, or the 12 month period preceding the commencement of game expansion, or to some other 12 month period.

“Net Revenue Base” is the immediate 12 month period before expanded gaming begins, unless the expanded gaming begins during the Initial Period, then it is the last 12 months under the 2007 Compact.

- (c) Regarding a second or subsequent reduction of the Tribe’s net win, is it contemplated that the Tribe must show a causal connection between the introduction of an “additional type of game” and the Tribe’s reduction in Net Win which may occur a decade or more after the initial Net Revenue Base period?

No.

- (d) Does the clause “may be reduced again under the provisions set forth above” mean that any second or subsequent reduction of the Net Win will be calculated by relating back to the Net Win for the 12 month period before the introduction of the game?

Yes.

- (e) Is the State authorized under the compact to contest a reduction in Net Win or payments based upon other intervening factors, such as, a downturn in the economy?

No.

10. The exception to exclusivity in Part XII.B.4. (Pages 36-37) excludes Hialeah Park from those “locations” in Miami-Dade and Broward Counties that may not be authorized additional Class III gaming and “other casino-style gaming” without triggering the exclusion of net win from the Tribe’s facilities in Broward County.

- (a) Are the “locations” contemplated by this provision intended to include only pari-mutuel facilities in Miami-Dade and Broward Counties?

It is intended to include any “locations” in Miami-Dade and Broward Counties other than the currently licensed pari-mutuel facilities in those counties and Hialeah Park.

- (b) Is the intent of this provision that Hialeah Park would be the only pari-mutuel facility in Broward and Miami-Dade Counties that could offer the play of any Class III games, including banked card games, without affecting payments to the state?

No. Hialeah Park and currently licensed pari-mutuel facilities in Miami-Dade and Broward can offer the play of Class III games, including banked card games, but it may result in a reduction of payment under Part XII.B.3.

- (c) Is the intent of this provision that Hialeah Park would be the only facility in Broward and Miami-Dade Counties that could offer the play of “other casino-style” games without affecting payments to the state?

No. See previous answer.

- (d) Is “casino-style gaming” under Part XII.B.4. intended to include Class II electronic bingo games?

Yes.

- (e) If any Broward or Miami-Dade pari-mutuel facilities are authorized to offer additional Class III games or other casino-style games, would such authorization trigger the provisions in either Part XII.B.3. or in Part XII.B.4.?

It would trigger the provisions in Part XII.B.3.

- (f) Does the phrase “and such games were not in play as of January 1, 2009” apply to the types of game or to the number of games existing prior to that date (i.e., the number of poker tables or slot machines at a specific pari-mutuel facility)?

It applies to the type of game.

- (g) Does the phrase “public or private use” limit the number or types of games the Florida Lottery may offer?

No.

- (h) Would the offering of slot machines by a Broward or Miami-Dade pari-mutuel facility that is qualified under existing law to offer slot machines but has not done so as of January 1, 2009, trigger an elimination in payments pursuant to Part XII.A. or a reduction in payments pursuant to Part XII.B.3. or Part XII.B.4. or would the offering of slot machines by such an entity have no effect under XII.B.2.?

The offering of slot machines by a Broward or Miami-Dade pari-mutuel facility that is qualified under existing law to offer slot machines, but has not done so as of January 1, 2009, would have no effect under Part XII.B.2.

11. The exception to exclusivity in Part XII.B.4 (Pages 36 and 37) does not state what occurs if Class III gaming or “other casino-style gaming” is no longer offered.

- (a) Do payments resume if the “Class III gaming or casino-style gaming” is no longer offered?

Yes. Part XII.A. states that payments cease “until such gambling is no longer operated, in which event the Payments due the State pursuant to Parts XI, Sections B and D of this Compact shall resume.”

- (b) If such payments are intended to resume when Class III gaming or casino-style gaming is no longer offered, do payments resume upon those games not being offered? If so, what provision of the compact would be relied upon for resumption of payments?

Payments resume upon these games not being offered. See Part XII.A.

12. The exception to exclusivity in Part XII.B.5. (Page 37) permits the operation of a combined total of not more than 300 Historic Racing Machines and Electronic Bingo Machines at each pari-mutuel facility licensed as of April 1, 2009, and not located in either Broward or Miami-Dade Counties.

- (a) Please explain whether the phrase “a combined total of not more than 300 Historic Racing Machines and Electronic Bingo Machines at each pari-mutuel facility” limits the number of machines at an individual facility to 300 of each type of machine (e.g., 300 Historic Racing Machines and 300 Electronic Bingo Machines), or 300 total of both types at each facility (e.g., 250 of one type and 50 of another type), or 300 of both types of machines divided among all facilities.

The phrase means 300 total of both types at each facility.

- (b) If any Broward or Miami-Dade pari-mutuels offered the Historic Racing Machines or Electronic Bingo defined in the proposed compact, would that event trigger an elimination in payments pursuant to Part XII.A. or a reduction in payments pursuant to Part XII.B.3. or Part XII.B.4.?

It would trigger a potential reduction in payment pursuant to Part XII.B.3.

- (c) Please explain the basis for determining which is the applicable provision if Historic Racing Machines or Electronic Bingo were offered.

The plain language of Part XII.B.3 regarding gambling expansion in existing, licensed pari-mutuel facilities located in Miami-Dade or Broward County.

- (d) Explain whether the State or the Tribe would decide which provision would be triggered.

The plain language of the Compact would dictate. If there was a dispute between the State and the Tribe, it would be handled in accordance with the Dispute Resolution process found in Part XIII of the Compact.

- (e) Please clarify the meaning and intent of the second and third sentences of Part XII.B.5.

The parties agree that Class III gaming or casino-style gaming outside of Miami-Dade and Broward Counties, other than the games provided for in this exception, violates the exclusivity provisions in the Compact.

13. Part XI.B.2 and Part XII.A. and B. specify instances in which revenue sharing payments are reduced or cease in their entirety. Could revenue sharing payments be affected by any other action by the State that is inconsistent with terms of the proposed compact and, if so affected, how?

Revenue sharing is affected by the expansion of gaming as stated under the terms of the Compact.

14. Part XI.B.1. (Pages 27-33) provides two tiers for the Percentage Revenue Share Amounts, one for the three Broward facilities and another for the four tribal facilities outside Broward.

- (a) What are the financial justifications for bifurcating the revenue sharing percentage schedules between the three Broward facilities and the four outside Broward County?

The percentages are the same, but the revenue sharing schedules for the three Broward facilities were bifurcated from the four facilities outside of Broward County because of the possible reduction or cessation of Tribe payments from the Net Win from the Broward County Tribe facilities, in the event of gambling expansion solely in Miami-Dade or Broward County.

- (b) Please provide any financial data relied upon in constructing the separate calculation.

This construction did not require financial data.

15. Part XI.D. (Page 34) provides for annual payments to the Florida Council on Compulsive Gaming as an “assignee of the state” and “as a further payment for substantial exclusivity” in an amount not less than Two-Hundred Fifty Thousand Dollars.

- (a) Are these payments intended to be calculated as separate from, and in addition to, the revenue sharing payments in Part XI.B. or are these payments intended to be deducted from the revenue sharing payments in Part XI.B?

These payments are separate from, and in addition to, the revenue sharing payments in Part XI.B.

- (b) If the reduction or cessation of payment provisions in Part XII.A., Part XII.B.3.(b), or Part XII.B.4. are triggered (Pages 35, 36, and 37), are the annual payments to the Florida Council on Compulsive Gaming in Part XI.D. affected in any manner? If so, how is a reduction determined?

If the Tribe ceases payments under Part XII.A., then all payments cease, including the annual payment to the Florida Council on Compulsive Gaming. If the Tribe's payment is reduced under Part XII.B.3.(b) or Part XII.B.4, the payment to the Florida Council on Compulsive Gaming is not reduced.

16. Part XI.B.2. (Page 33) provides that if federal or state law is amended to permit internet/on-line gaming and the Tribe's Net Win from the operation of covered Games at all of its Facilities combined drops more than five percent below its Net Win from the previous 12 months ("Revenue Level A"), the Tribe would no longer be required to make payments based on the Guaranteed Minimum Payment but would make payments based on the Percentage Revenue Share Amount. The Tribe would resume making the Guaranteed Minimum Payment if its Net Win rises above Revenue Level A.

- (a) If such internet gaming is authorized during the Initial Period, how would the Tribe's payments be affected?

The Tribe would continue to pay the Guaranteed Minimum Payment.

- (b) "Net Win" is referred to three times in Part XI.B.2. but only once with a reference to a time period. What is the time period used to calculate Net Win for the other two times "Net Win" is referenced in this section?

"Net Win" is always based on a 12 month calculation. See Part XI.B.1.(d)

- (c) Does the reference to the "previous 12 months" in Part XI.B.2. refer to any 12-month period before any applicable change in federal or state law or does it refer to the 12 months immediately before a change in federal or state law?

It refers to the 12 months immediately before a change in federal or state law.

- (d) Assuming that the measurement period for the reduction in Net Win is twelve months, is this period the twelve months immediately following a change in state or federal law or is it any 12-month period after the change in state or federal law takes effect?

It is the 12-month period immediately following a change in state or federal law, or any subsequent 12-month period following the change.

- (e) If the federal government authorized limited on-line gaming and the Tribe's net win was not affected during the first 5 years after the effective date of the federal law, a recession occurred thereafter, and the Tribe's net win dropped by more than 5 percent, would the decrease in shared revenue last until the recession ended?

The only effect is that the Tribe will no longer be required to make payments to the State based on the Guaranteed Minimum Payment, but will continue to make payments based on the Percentage Revenue Share Amount.

- (f) If this provision is triggered and Net win rises above Revenue Level A, will only the Guaranteed Minimum Payment be made or will the payment be based upon the greater of the Percentage Revenue Share Amount or the Guaranteed Minimum Payment?

The payment will be based on the greater of the Percentage Revenue Share Amount or the Guaranteed Minimum Payment.

17. During the Initial Period (the first 30 months) the Tribe agrees to pay the State a Revenue Share Payment of \$12.5 million per month (Page 28). If gaming that would trigger the provisions of XII.B.3. or XII.B.4. is authorized in Broward and Miami-Dade Counties during the Initial Period, will the Revenue Share Payment be affected by the reduction or cessation of payments in Broward and, if so, how will the Revenue Share be affected?

The Revenue Share will not be affected, the Tribe will pay the Guaranteed Minimum Payment.

18. The proposed compact designates the Florida Department of Revenue as the “State Compliance Agency.”

- (a) Please provide the reasons for this designation and explain why the Division of Pari-mutuel Wagering was not designated as the “State Compliance Agency” as provided in ch.2009-170, L.O.F.

The Florida Department of Revenue was designated as the “State Compliance Agency” because it has considerable experience with auditing, which would be the primary function of the oversight agency.

- (b) Does the proposed compact prohibit the Division of Pari-mutuel Wagering or other agency from having a role in oversight? Specifically, could the Department of Revenue cooperate, consult or contract with another agency to effectuate its oversight responsibilities?

The Compact contemplates that the Department of Revenue will carry out this function; however, that Department is not prohibited from cooperating, consulting or contracting with another agency, provided there are appropriate safeguards.

19. Part XI.A. (Page 27) requires the Tribe to convert eighty percent of its Class II video bingo terminals to Class III slot machines within 48 months of January 1, 2008, and all of its Class II video bingo terminals to Class III slot machines within 60 months of January 1, 2008. If all the Class II video bingo terminals are not converted to Class III slot machines by

the required dates, the payment to the State includes an additional revenue share on the operation of Covered Games to be calculated as if the conversion has been completed.

- (a) Is there any penalty if the conversion required within 48 months of January 1, 2008, is not completed as required?

No, but this is not an issue as the Tribe has confirmed that it has already converted over 90% of its Class II video bingo terminals to Class III slot machines.

- (b) What is the meaning of the term “additional revenue share” that occurs if the total conversion required within 60 months of January 1, 2008, is not completed as required?

The Tribe will pay additional revenue share by treating Class II games as Class III games. Otherwise, the Tribe would pay no revenue share for the Class II games.

- (c) Is this additional revenue share in addition to the Guaranteed Minimum Payment if that payment was otherwise in place?

No, unless it pushes the revenue share over the Guaranteed Minimum Payment.

- (d) In calculating the additional revenue share, what percentage should be applied in order to determine the additional revenue share?

The additional revenue share is determined by including the revenue share of the Class II video bingo terminals in the calculation of Net Win.

- (e) How is the additional revenue share calculated if the conversion has not been completed?
 - i. Is the revenue from the machines that have not been converted included in the calculation of Net Win or is the revenue based on a projection of the revenue that these machines would have generated if they had been converted to Class III machines?

The revenue from the machines that have not been converted is included in the calculation of Net Win.

- ii. If the calculation is made on a projection of revenue, who makes the calculation?

Not applicable.

20. Part XI.B.1.(c)(i) (Page 31) requires that on or before the fifteenth day of the month following each month of a Revenue Sharing Cycle, the Tribe will remit to the State or its assignee the Revenue Share Payment due in respect of the prior month (the “monthly

payment”). For purposes of this Section, the monthly payment shall be eight and one-third percent of the estimated Revenue Share Payment to be paid to the Tribe during such Revenue Sharing Cycle. For the first month of the First Revenue Sharing Cycle, the prior month shall be the last month of the Initial Period.

(a) When will the other 29 payments in the Initial Period be paid?

The other 29 payments will be made on the 15th day of each month.

(b) Who produces or verifies the estimate of the Revenue Sharing Payment for the Revenue Sharing Cycle?

The Tribe produces the estimates which are verified by independent auditors selected by the Department of Revenue.

(c) Part XI.B.1.(c)(iii) (Page 32) refers to a monthly “true up” of the calculation of the estimated Revenue Sharing Payment to be internally conducted by the Tribe. What is the purpose of this internal “true up” and does it result in any payments to the State?

This language is taken almost verbatim from the Senate Bill in Section XI.B.4 (a), (b) and (c), and its purpose is the same. The monthly payment is an 8.3% estimate. The “true-up” makes sure that the revenue share payment is accurate and based on the exact Net Win calculation.

21. Regarding the application of the rules of the National Indian Gaming Commission (NIGC) in Part V.B. (Page 11), please explain the meaning and effect of the term “. . . even if the 2009 regulations are determined to be invalid or are subsequently withdrawn by the NIGC.”

This provision ensures that the internal control standards applicable to the Tribe will always be at least as stringent as those currently published by the NIGC. It gives the State and the Tribe certainty regarding internal control standards.

22. Part V. (Pages 11-16) establishes minimum requirements for Tribal facilities. This section refers to the Tribe’s “Record Retention Policies and Procedures.”

(a) Please provide a true copy of this document.

Document is provided.

(b) Please explain why this document was not incorporated by reference as a part of the compact.

There was no deliberate intent to exclude it.

(c) Explain the effect on the compact of future changes to these policies and procedures by the Tribe, including whether such changes would be valid under the compact and effectively change the terms of the compact.

See Part XVII.C. of the Compact which specifically provides for this occurrence.

23. Part VI.C. and Part XVIII.G. (Pages 16 and 44 respectively) refer to the “Employee Fair Treatment and Dispute Resolution Policy.”

(a) Please provide a true copy of this document.

Document is provided.

(b) Please explain why this document is not incorporated by reference as a part of the proposed compact.

There was no deliberate intent to exclude it.

(c) Explain the effect on the proposed compact of future changes to Tribal policy and whether such changes would be valid under the proposed compact, effectively changing the terms of the proposed compact?

See Part XVII.C. of the Compact which specifically provides for this occurrence.

(d) Please confirm whether any provisions in that document comply with the provisions in ch.2009-170, L.O.F., that require the Tribe to provide its employees with a process for employee disputes that permits the employee to be represented by an attorney or other legally-authorized representative.

The document is provided.

(e) Please confirm whether any provisions in that document comply with the provisions in ch. 2009-170, L.O.F., that permit an employee to use language interpreters, including interpreters for the deaf or hard of hearing.

The document is provided.

24. Part VI.D.4. (Pages 17-18) provides that a patron may bring a tort claim against the Tribe in any court of competent jurisdiction in Broward County.

(a) Please advise whether it is the intent of this provision to limit a patron’s legal right to file tort claims against the Tribe in any other court in this state.

Yes. Venue is in Broward County.

(b) If the intent of this provision is to so limit a patron’s right, what is the justification for this limitation on Florida citizens and visitors?

Contracts often dictate venue for legal actions so that there is certainty between the contracting parties, and it does not become a point of dispute should a legal action arise. The intent is not to limit a patron's rights; to the contrary, permitting tort claims in Florida State courts expands the rights of Florida's citizens and visitors, rather than limiting these claims to Tribal courts, given that these patrons will be gaming on Tribal sovereign land.