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## MEMORANDUM

**TO: Pari-Mutuel Industry Licensees and Stakeholders**

**FROM: Louis Trombetta, Executive Director  
Florida Gaming Control Commission**

**SUBJECT: UPDATE: Horseracing Integrity and Safety Authority**

**DATE: July 8, 2022**

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Recently, the Department of Business and Professional Regulation, Division of Pari-Mutuel wagering ("Division") formally notified the Horseracing Integrity and Safety Authority ("HISA") that the State of Florida would not be collecting and remitting fees on behalf of HISA. The letter notifying HISA of this decision is attached to this memo as (Attachment A).

In addition, the Division executed an agreement with HISA establishing the Division's role in HISA's Racetrack Safety Program. The agreement is attached to this memo as (Attachment B).

Effective July 1, 2022, the Florida Gaming Control Commission ("Commission") has taken the place of the Department of Business and Professional Regulation and now exercises exclusive regulatory and executive powers with respect to gaming in this state. Agreements entered into by the Division have transferred to the Commission, where they remain in effect.

The Commission is looking forward to working with HISA to regulate horse racing in this state as required by law and provided by agreement with HISA. Personally, I am also looking forward to continuing to work with Florida's horse racing industry as the Division transitions into the Commission.

Please contact me if you have any questions or need additional information.

A handwritten signature in blue ink, reading "Louis Trombetta", written over a horizontal line.

Louis Trombetta

**Melanie S. Griffin**, Secretary

**Ron DeSantis**, Governor

Joe Dillmore, Director  
Florida Department of Business and Professional Regulation  
Division of Pari-Mutuel Wagering  
2601 Blair Stone Road  
Tallahassee, FL 32399

April 29, 2022

Lisa Lazarus  
Horseracing Integrity and Safety Authority  
401 W. Main Street, Suite 222  
Lexington, KY 40507

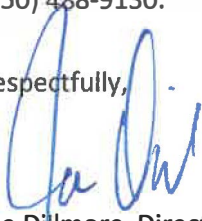
Ms. Lazarus,

Pursuant to the Federal Horse Racing Integrity and Safety Act ("the Act"), state racing commissions have until May 1, 2022 to notify the Horseracing Integrity and Safety Authority ("HISA") whether they will elect to remit fees to cover costs associated with the Racetrack Safety Program and the Horseracing Anti-Doping and Medication Control Program.

This letter serves as notification that the state of Florida, Department of Business and Professional Regulation, Division of Pari-Mutuel Wagering, will not be electing to remit fees pursuant to the Act at this time.

If HISA has any questions regarding this letter, please contact the Division of Pari-Mutuel Wagering at (850) 488-9130.

Respectfully,



Joe Dillmore, Director  
Florida Department of Business and Professional Regulation  
Division of Pari-Mutuel Wagering

**(ATTACHMENT A)**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FLORIDA DIVISION OF PARI-MUTUEL WAGERING AND  
THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.**

This Memorandum of Understanding (this "Agreement") is entered into as of 28 day of June 2022, (the "Effective Date"), by and between the Horseracing Integrity and Safety Authority, Inc., a Delaware nonprofit corporation, whose mailing address is 401 West Main Street, Unit 222, Lexington, Kentucky 40507 (the "Authority"), and the Florida Division of Pari-Mutuel Wagering, whose mailing address is 2601 Blair Stone Road, Tallahassee, Florida 32399 (the "Division"). As used herein, the term "Parties" shall mean the Authority and the Division, collectively; and a "Party" shall mean either the Authority or the Division individually.

**WHEREAS** the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for covered horses, covered persons, and covered horseraces by the Horseracing Integrity and Safety Act of 2020 (the "Act");

**WHEREAS** the Division is the authority vested with jurisdiction to regulate the conduct of horseracing and pari-mutuel wagering on horseracing and related activities within the state of Florida (the "State");

**WHEREAS** 15 U.S.C § 3054(e)(2)(A)(i) of the Act permits the Authority to enter into agreements with state racing authorities for services consistent with the enforcement of the racetrack safety program; and

**WHEREAS** the Authority has determined, in accordance with 15 U.S.C. § 3060(a)(1), that the Division has the ability to implement certain areas of the racing safety program in accordance with the rules, standards, and requirements established by the Authority.

**NOW THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Purpose and Definitions.** The terms used in this Agreement shall mean the same as they are defined in Horseracing and Integrity and Safety Act, 15 U.S.C. §§ 3051-3060, and the Authority's proposed Racetrack Safety Rule, 87 Fed. Reg. 435-459 (Jan. 5, 2022).<sup>1</sup> The Authority and Division hereby enter into this Agreement, described in 15 U.S.C. §

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<sup>1</sup> In this Agreement, references to individual rules of the Authority's proposed Racetrack Safety Rule are designated "Rule" followed by the appropriate number(s), e.g., Rule 1234.

**(ATTACHMENT B)**

3054(e)(2)(A)(i), to delineate the guidelines under which the Parties will cooperate to enforce specified portions of the Authority's racetrack safety program.

2. Medical Director. The Authority shall appoint and employ a Medical Director for the State who shall carry out the duties and responsibilities set forth in Rule 2132 of the Racetrack Safety Program.

3. Safety Director. On or before July 1, 2022, the Racetracks shall implement the requirements of Rule 2131, and name and appoint a Safety Director who shall carry out the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. The appointment of a Safety Director by the Racetracks shall be subject to approval of the Racetrack Safety Committee in accordance with Rule 2131(b).

4. Stewards. The Division names and appoints its current stewards as the stewards for the state of Florida under Rule 2133. The Division reserves the right to hire additional stewards, if needed, which will also serve as stewards for purposes of Rule 2133. Any steward hired by the Division after the effective date of this agreement shall have the same authority as those stewards that were named and appointed previously. The Division will ensure that all stewards meet the requirements of Rule 2133(a)-(c), as well as enforce the safety regulations set forth in Rules 2200 through 2293. The Authority agrees to provide training and guidance to the stewards at the Authority's expense, on the enforcement of Rules 2200 through 2293. The Authority agrees that any steward hired by the Division after the effective date of this agreement will not need to be approved and this agreement will not need to be amended. The Racetracks shall name and appoint stewards, subject to approval of the Racetrack Safety Committee, to serve with the Division steward making up a board of three. The enforcement of Rules 2200 through 2293 by the stewards shall constitute action of the Authority. The Division will not take final agency action regarding the enforcement of Rules 2200 through 2293.

5. Regulatory Veterinarian. The Division names and appoints its current veterinarians as the Regulatory Veterinarians for the state of Florida under Rule 2134. The Division reserves the right to hire additional veterinarians, if needed, which will also serve as Regulatory Veterinarians for purposes of Rule 2134. Any veterinarian hired by the Division after the effective date of this agreement shall be deemed a Regulatory Veterinarian under Rule 2134. The Authority agrees that any veterinarian hired by the Division after the effective date of this agreement will not need to be approved and this agreement will not need to be amended. The Division will ensure that all Regulatory Veterinarians meet the requirements of Rule 2134(a)(1)-(5), as well as carry out only the specific duties enumerated in Rule 2135(a) (1), (5) and (11). In accordance with Rule 2135(b), the Association Veterinarian will perform the specific duties outlined in Rule 2135(a) (2)-(4), and (6)-(10).

6. Emergency Warning Systems. Once the Authority, or the Racetrack Safety and Welfare Committee, approves a covered racetrack's emergency warning system, as described in

Rule 2153(d), the Division shall ensure the covered racetrack maintains the approved emergency warning system. Furthermore, the Division agrees to ensure that the covered racetrack tests its approved emergency warning system as described in Rule 2153(d)(2). The Division shall report its findings regarding a covered racetrack's maintenance and testing of its approved emergency warning system as described in Section 11 of this Agreement.

7. Uniform National Trainers Test. The Authority agrees to develop and provide the Division with a uniform National Trainers Test ("test") as described in Rule 2181. The Division agrees to encourage the covered racetracks to administer the test and make successful passage of the test a condition for entry of a covered horse.

8. Training Opportunities. The Division agrees to provide reasonable notice of training opportunities made available by the Authority or industry organizations to all Florida licensed racetrack employees that have roles in racetrack safety or direct contact with covered horses.

9. Jockey Drug and Alcohol Testing. Once the Authority, or the Racetrack Safety Committee, approves a covered racetrack's jockey drug and alcohol testing program ("testing program"), as described in Rule 2191, the Division shall ensure the covered racetrack abides by the terms of the approved testing program. The Division shall report its findings regarding a covered racetrack's compliance with its approved testing program as described in Section 11 of this Agreement.

10. Concussion Management. Once the Authority, or the Racetrack Safety Committee, approves a covered racetrack's concussion management program ("concussion program"), as described in Rule 2192, the Division shall ensure the covered racetrack abides by the terms of the approved concussion program. The Division shall report its findings regarding a covered racetrack's compliance with its approved concussion program as described in Section 11 of this Agreement.

11. Reports. The Division shall report its findings, as described in Sections 6, 9, 10, supra, to the Authority, on a routine basis. The Division agrees to make every reasonable effort to notify the Authority as soon as possible of any immediate and serious danger to the public health, safety, or welfare caused by the continued operation of a covered racetrack.

12. Term and Termination.

(a) This Agreement may be terminated by either Party upon 60 days written notice.

(b) If either Party defaults in a material obligation under this Agreement and continues in default for a period of 30 days after written notice of default is given to it by the other Party, the other Party may terminate and cancel this Agreement, immediately upon written notice of termination given to the defaulting Party.

13. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (a) sent by facsimile, upon confirmation of faxing, (b) if sent by overnight courier, by the date after mailing, (c) if by hand delivery, upon actual receipt or (d) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee as follows or at such other location as such Party notifies the other pursuant to this provision:

If to the Authority:

401 West Main Street, Unit 222  
Lexington, Kentucky 40507  
Attention: Lisa Lazarus

If to the Division:

2601 Blair Stone Rd.  
Tallahassee, Florida 32303  
Attention: Joe Dillmore

14. Severability and Invalidation. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect. If any portion of the Authority's proposed Racetrack Safety Rule is not formally adopted in the Code of Federal Regulations or if any portion of the Racetrack Safety Rule, after it is codified in the Code of Federal Regulations, is invalidated in any way, the Division will have no obligation to carry out any duties specified in this Agreement related to that portion.

15. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by both Parties. A Party's failure to act hereunder shall not indicate a waiver of its rights. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or obligation of this Agreement or the waiver by either Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

18. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

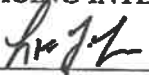
19. Governing Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to its conflicts of laws principles.

20. Indemnification. The Authority agrees to indemnify the Division for any and all costs associated with litigation or liability related to the discharge of the Division's duties as described in this Agreement, so long as the acts for which indemnity is sought are not negligent or beyond the scope of this Agreement. These costs may include, but are not limited to, civil or administrative challenges to the Division's authority to act in accordance with the provisions of this Agreement.

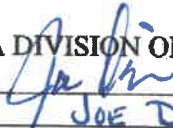
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Services Agreement as of date first written above.

HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

By:   
Name: LISA LAZARUS  
Title: CEO

FLORIDA DIVISION OF PARI-MUTUEL WAGERING

By:   
Name: JOE DILLMORE  
Title: DIRECTOR