

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

926



**FROM:** Executive Office

**SUBMITTAL DATE:**  
November 10, 2011

**SUBJECT:** Indian Gaming Mitigation Grant Awards to the County

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept the award of Special Distribution Funds, to the Sheriff's Department, District Attorney's Office, Transportation Department and Mental Health Department, for services aimed at addressing the effects of tribal gaming; and
2. Authorize the Chairman of the Board to execute the attached agreements.

**BACKGROUND:** On October 19, 2010, Governor Brown approved Senate Bill 856 which restored Special Distribution Funds, in the amount of \$30 million statewide, deleted from the 2007 Budget Act. These funds provide grants to local government agencies impacted by tribal gaming. Funding priorities include: law enforcement, fire/emergency medical services, environmental impacts, water supplies, waste disposal, behavioral health, planning/adjacent land uses, public health, roads, recreation/youth programs, and child care programs.

On December 2, 2003, agenda item 3.4, the Board of Supervisors established the Indian Gaming Local Community Benefit Committee (CBC), composed of county, city and tribal officials. The CBC is responsible for developing and implementing policies and procedures for the county's grant application and funding award process. Local governments impacted by tribal gaming made application, with tribal sponsorship, to the CBC. On May 2, 2011, the CBC made recommendations to the state for mitigation grants, in the amount of \$13.8 million (Riverside County's share); of this, County departments received approximately \$5.5 million (summarized in Attachment 1). Departments will request budget adjustments through subsequent Board action, if necessary.

*Jennifer L. Sargent*  
Jennifer L. Sargent  
Principal Management Analyst

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 5,745,896	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

<b>SOURCE OF FUNDS:</b> Special Distribution Funds	Positions To Be Deleted Per A-30	X
	Requires 4/5 Vote	

**C.E.O. RECOMMENDATION:** APPROVE

County Executive Office Signature BY: *Christopher M. Hans*  
Christopher M. Hans

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: November 22, 2011  
 xc: E.O., Sheriff, D.A., Transp., Mental Health

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

3.3

FORM APPROVED COUNTY COUNSEL  
 BY: *Karin L. Watts-Bazan*  
 DATE: 11/14/11  
 Departmental Concurrence

Department Recommendation:  Consent  Policy  
 Per Executive Office:  Consent  Policy

**Riverside County Indian Gaming Local Community Benefit Committee  
SB 856 Indian Gaming Mitigation Grant Awards by Jurisdiction and Tribe - FY 2011/12**

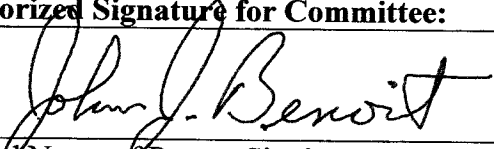

Jurisdictions	Agua Caliente	Cabazon	Morongo	Pechanga	Soboba	Twenty- Nine Palms	Augustine	Total
<b>Special Districts</b>								
Beaumont-Cherry Valley Rec & Park D			134,000					134,000
So. Coachella Valley Comm. Svcs. Distr.						27,017	33,022	60,039
<b>Special District Total</b>			<b>134,000</b>			<b>27,017</b>	<b>33,022</b>	<b>194,039</b>
<b>Cities</b>								
Banning			1,064,951					1,064,951
Cathedral City	269,734							269,734
Coachella						177,758	928,973	1,106,732
La Quinta							105,844	105,844
Palm Springs	565,068							565,068
Rancho Mirage	291,500							291,500
San Jacinto					541,140			541,140
Temecula				3,795,657			389,343	4,185,000
<b>City Total</b>	<b>1,126,302</b>	<b>0</b>	<b>1,064,951</b>	<b>3,795,657</b>	<b>541,140</b>	<b>177,758</b>	<b>1,424,160</b>	<b>8,129,969</b>
<b>County Departments</b>								
District Attorney		346,309					1,137,905	1,518,619
Mental Health								38,459
Sheriff	153,255		500,000	191,048	219,841	46,564	177,911	1,288,620
Transportation			2,195,287		500,000			2,695,287
Executive Office-program administration	32,642	8,834	99,343	101,702	32,168	8,271		282,959
<b>County Total</b>	<b>185,897</b>	<b>355,143</b>	<b>2,794,630</b>	<b>292,750</b>	<b>752,009</b>	<b>127,699</b>	<b>1,315,816</b>	<b>5,823,944</b>
<b>Grand Total</b>	<b>1,312,199</b>	<b>355,143</b>	<b>3,993,581</b>	<b>4,088,407</b>	<b>1,293,150</b>	<b>332,474</b>	<b>2,772,998</b>	<b>14,147,952</b>

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Sheriff's Department (AG07-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$153,255.00** as sponsored by **Agua Caliente Band of Cahuilla Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b> 	<b>Authorized Signature for Recipient:</b> 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: BOB BUSTER
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: NOV 15 2011	Date: NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE 11/14/11

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 Recipient:

11 Riverside County Sheriff's Department  
12 Lt. Jorge Pinon  
13 4095 Lemon Street, 3<sup>rd</sup> Floor  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.



1                   **5. DEFINITIONS**

2                   “Recipient” means any city, county department or special district to which an Agreement is awarded  
3                   and which shall be accountable to the Committee for the use of funds provided.

4                   **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5                   **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6                   application submission of Recipient is hereby incorporated by reference to the extent that the  
7                   application has not been altered or amended by the provisions of Attachment A hereto.

8                   **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9                   (1) Recipient shall not use any part of this grant money for any purpose that would  
10                  support or fund, directly or indirectly, any effort related to opposition or challenge to  
11                  Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12                  prohibited purpose by any local government, upon notice given to the county by any tribe  
13                  from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14                  prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15                  again be made available for qualified nexus grants.

16                (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17                other mechanism, which states that the local government project received funding from the  
18                Indian Gaming Special Distribution Fund and which further identifies the particular  
19                Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20                20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21                paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22                application was made.

23                (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24                interest from those funds for the mitigation project described in Attachment A.

25                (4) City/County school districts and community college districts are specifically  
26                prohibited from receiving Special Distribution Fund.

27                (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28                immediately and any funds not yet spent shall revert to the Indian Gaming Special  
29                Distribution Fund.

30                  **7. REIMBURSEMENT OF FUNDS**

31                  Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
32                  reimburse any and all funds received from the State Controller’s Office where such funds are not or  
33                  have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
34                  621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
35                  the Committee and/or the State.

36                  **8. FISCAL AUDIT, REPORT AND RECORDS**

37                  A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
38                  template for the quarterly financial report will be provided to recipient. A quarterly financial  
39                  report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
40                  15, 2012 and July 15, 2012.

41                  B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
42                  covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 20 13. INDEMNIFICATION

21 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
22 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
23 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
24 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
25 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
26 awards, on behalf of the Committee in any claim or action based upon such liability.

27 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
28 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

The project would place a Deputy Sheriff on weekends and holidays in the immediate area surrounding the casino to be readily available to respond to calls and or emergencies at the casino. Also a law enforcement presence in the surrounding area of the casino will be a deterrent towards criminal activity. Additionally since the opening of the casino's event center, there has been an increase of patronage populace, and a law enforcement presence provides a sense of security to both the patrons and casino staff.

Personnel Cost per Hour	\$111.83
Hours per Day	8
Service Days	<u>164</u>
Personnel Category:	\$146,720.96

Cost per Mile	\$0.85
Miles per Day	46.8726
Service Days	<u>164</u>
Operating Expense Category:	\$6,534.04

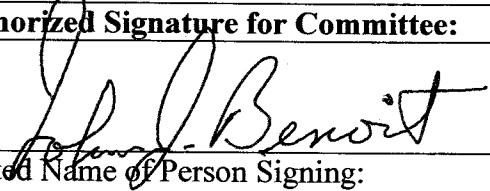
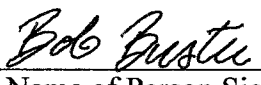
**Award Amount: \$153,255.00**

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Sheriff's Department (AU07-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$177,911.43 as sponsored by Agua Caliente Band of Cahuilla Indians, Cabazon Band of Mission Indians, Morongo Band of Mission Indians, Pechanga Band of Luiseno Mission Indians, Soboba Band of Luiseno Indians and Twenty-Nine Palms Band of Mission Indians and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b> 	<b>Authorized Signature for Recipient:</b> 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: BOB BUSTER
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: NOV 15 2011	Date: NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE: 11/14/11

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 BY:   
 DERUTY  
 NOV 22 2011 3.3



1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 Recipient:

11 Riverside County Sheriff's Department  
12 Frank Taylor  
13 4095 Lemon Street, 3<sup>rd</sup> Floor  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 20. INDEMNIFICATION

21 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
22 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
23 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
24 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
25 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
26 awards, on behalf of the Committee in any claim or action based upon such liability.

27 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
28 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

The Riverside County Sheriff's Department is requesting sponsorship for the use of Indian Gaming Special Distribution Funds to fund a full time Deputy Sheriff, or the equivalent cost in overtime.

Personnel Cost per Hour	\$111.83
Hours per Day	8
Service Days	<u>188.920527</u>
Personnel Category:	\$169,015.86

Cost per Mile	\$0.85
Miles per Day	55.39566
Service Days	<u>188.920527</u>
Operating Expense Category:	\$8,895.57

**Award Amount: \$177,911.43**

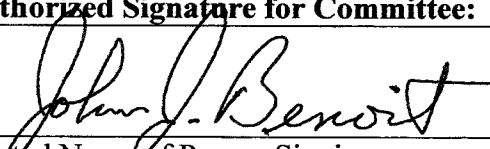
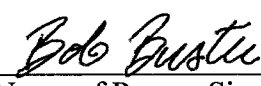


RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012

RECIPIENT: Riverside County Sheriff's Department (MO2-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$500,000.00** as sponsored by **Morongo Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	<b>BOB BUSTER</b>
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KEQIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Sheriff's Department  
7 Clay Hubbard  
8 4095 Lemon Street, 3<sup>rd</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

21 **3. TERM**

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23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

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30 1) Termination for cause:

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32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1                   **5. DEFINITIONS**

2                   “Recipient” means any city, county department or special district to which an Agreement is awarded  
3                   and which shall be accountable to the Committee for the use of funds provided.

4                   **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5                   **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6                   application submission of Recipient is hereby incorporated by reference to the extent that the  
7                   application has not been altered or amended by the provisions of Attachment A hereto.

8                   **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9                   (1) Recipient shall not use any part of this grant money for any purpose that would  
10                  support or fund, directly or indirectly, any effort related to opposition or challenge to  
11                  Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12                  prohibited purpose by any local government, upon notice given to the county by any tribe  
13                  from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14                  prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15                  again be made available for qualified nexus grants.

16                  (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17                  other mechanism, which states that the local government project received funding from the  
18                  Indian Gaming Special Distribution Fund and which further identifies the particular  
19                  Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20                  20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21                  paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22                  application was made.

23                  (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24                  interest from those funds for the mitigation project described in Attachment A.

25                  (4) City/County school districts and community college districts are specifically  
26                  prohibited from receiving Special Distribution Fund.

27                  (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28                  immediately and any funds not yet spent shall revert to the Indian Gaming Special  
29                  Distribution Fund.

30                  **7. REIMBURSEMENT OF FUNDS**

31                  Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
32                  reimburse any and all funds received from the State Controller’s Office where such funds are not or  
33                  have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
34                  621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
35                  the Committee and/or the State.

36                  **8. FISCAL AUDIT, REPORT AND RECORDS**

37                  A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
38                  template for the quarterly financial report will be provided to recipient. A quarterly financial  
39                  report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
40                  15, 2012 and July 15, 2012.

41                  B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
42                  covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
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- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
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- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
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## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
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8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
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## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
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The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. **Workers' Compensation:**

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. **Vehicle Liability:**

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. **General Insurance Provisions - All lines:**

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.



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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Cabazon Station is requesting continued funding to support extra patrols to respond to target times in which the transitory population in and around the casino is increased due to special events, weekends, and during holidays. The request also includes the purchase of video and audio equipment, portable lighting equipment with a generator, an ALPR system for a patrol vehicle, and computer and software equipment for tracking mitigation-related incidents.

Personnel Cost per Hour	\$111.83
Hours per Day	24
Service Days	<u>155.4768771</u>
Personnel Category:	\$417,287.50

Cost per Mile	\$0.85
Miles per Day	166.1869969
Service Days	<u>155.4768771</u>
Operating Expense Category:	\$21,962.50

**Equipment Breakdown:**

Specials Investigation Interview Room Equipment Upgrades.	\$9,750.00
Audio and/or video transmitter and a portable digital recording receiving unit for Investigations Bureau staff to conduct covert investigations and other criminal investigations.	\$10,000.00
Portable lighting equipment with a portable generator to support nighttime field investigations.	\$3,500.00
ALPR to detect and locate of stolen vehicles on or around the casino property.	\$27,500.00
Computer equipment, software and costs associated with the development of software or a database to track casino mitigation related incidents.	<u>\$10,000.00</u>
Equipment Category:	\$60,750.00

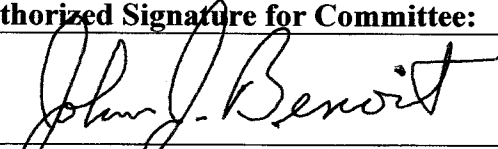
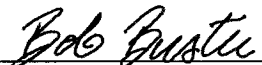
**Award Amount: \$500,000.00**

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Sheriff's Department (PE04-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$191,048.17 as sponsored by **Pechanga Band of Luiseno Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b> 	<b>Authorized Signature for Recipient:</b> 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: <b>BOB BUSTER</b>
Title: Chairman, Community Benefit Committee	Title: <b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date: NOV 15 2011	Date: NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 **Recipient:**

11 Riverside County Sheriff's Department  
12 Mike Driever  
13 4095 Lemon Street, 3<sup>rd</sup> Floor  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 "Recipient" means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller's Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 E. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 F. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 G. Recipient shall retain such reports and all records associated with this Agreement for at least  
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15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
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- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

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22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
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25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

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Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
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- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the



1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

1  
2 **ATTACHMENT A:**

3 **SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

4 The project will fund two full-time Deputy Sheriff positions assigned to patrol  
5 functions, mileage reimbursement and Automated License Plate Readers (ALPR)  
6 for both vehicles. The Deputy Sheriff positions will be scheduled on the shifts with  
7 the highest number of calls for service, currently identified as between 9 P.M. and 3  
8 A.M.

9 Personnel Cost per Hour \$111.83  
10 Hours per Day 16  
11 Service Days 61.839494  
12 Personnel Category: \$110,648.17

13 Cost per Mile \$0.85  
14 Miles per Day 388.101494  
15 Service Days 61.839494  
16 Operating Expense Category: \$20,400.00

17 Equipment Breakdown:  
18 2 ALPR systems at \$30,000 \$60,000.00

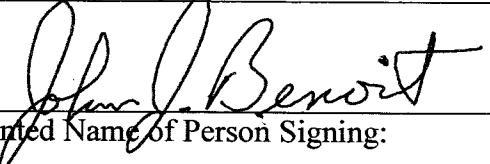
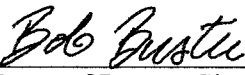
19 **Award Amount: \$191,048.17**

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Sheriff's Department (SO3-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$219,841.32** as sponsored by **Soboba Band of Luiseno Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	CHAIRMAN, BOARD OF SUPERVISORS
Date:  NOV 15 2011	Date:  NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 Recipient:

11 Riverside County Sheriff's Department  
12 Arthur Wales  
13 4095 Lemon Street, 3<sup>rd</sup> Floor  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 13. INDEMNIFICATION

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. **Workers' Compensation:**

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
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10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
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21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
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25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
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1 which guarantees payment of losses and related investigations, claims administration, and defense  
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3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
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16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
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22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
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4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
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6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

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10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
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12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

The project would place a sworn patrol position in the immediate area surrounding the casino to be readily available to respond to calls on weekends and holidays and/or emergencies at the casinos. In addition, a law enforcement presence in the surrounding area of the casino will be a deterrent to criminal activity. Finally, there has been an increase in visitors since the opening of the casino's event centers; a law enforcement presence provides a sense of security to both casino patrons and staff.

Personnel Cost per Hour	\$111.83
Hours per Day	16
Service Days	<u>115</u>
Personnel Category:	\$205,767.20

Cost per Mile	\$0.85
Miles per Day	143.98077
Service Days	<u>115</u>
Operating Expense Category:	\$14,074.12

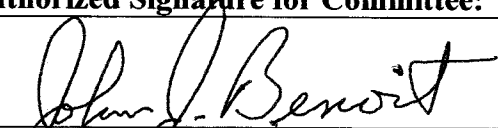

**Award Amount: \$219,841.32**

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Sheriff's Department (TW03-10)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$46,563.77 as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856") to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	CHAIRMAN, BOARD OF SUPERVISORS
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE: 11/14/11

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Sheriff's Department  
7 Frank Taylor  
8 4095 Lemon Street, 3<sup>rd</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

30 1) Termination for cause:

- 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 13. INDEMNIFICATION

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.



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2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

The Riverside County Sheriff's Department is requesting the Twenty-Nine Palms Band of Mission Indians sponsor the use of Indian Gaming Special Distribution Funds to fund a full time Deputy Sheriff, or the equivalent cost in overtime.

Personnel Cost per Hour	\$111.83
Hours per Day	8
Service Days	<u>49.44512</u>
Personnel Category:	\$44,235.58

Cost per Mile	\$0.85
Miles per Day	55.3957
Service Days	<u>49.44512</u>
Operating Expense Category:	\$2,328.19



**Award Amount: \$46,563.77**

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County District Attorney (AU05-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$1,137,904.56 as sponsored by Agua Caliente Band of Cahuilla Indians, Cabazon Band of Mission Indians, Morongo Band of Mission Indians, Pechanga Band of Luiseno Mission Indians, Soboba Band of Luiseno Indians and Twenty-Nine Palms Band of Mission Indians and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	CHAIRMAN, BOARD OF SUPERVISORS
Date: NOV 15 2011	Date: NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

NOV 22 2011 3.3

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 **Recipient:**

11 Riverside County District Attorney  
12 Jeff Van Wagenen  
13 3960 Orange Street  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 "Recipient" means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller's Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any



1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. **Workers' Compensation:**

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. **Vehicle Liability:**

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. **General Insurance Provisions - All lines:**

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Investigate and prosecute gaming related crimes in the eastern, southwestern and western areas of the County, using: three Deputy District Attorneys, one Complex Litigation Specialist Deputy District Attorney, three DA Investigators, one Investigative Technician, three Victim Services Advocates, one Paralegal and legal support assistants.

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personnel Services – Salaries/Employee Benefits				COST	
Deputy District Attorney IV	Unemployment	0.446%	\$ 326.79	\$27,312	
	Retirement	23.414%	\$ 17,155.54		
	Social Security	5.125%	\$ 3,755.11		
	Medicare	1.450%	\$ 1,062.42		
	Health	5.229%	\$ 3,831.31		
	Def Comp	1.029%	\$ 753.95		
	Life	0.104%	\$ 76.20		
	Optical	0.126%	\$ 92.32		
	Workers' Comp	0.352%	\$ 257.91		
			37.275%		\$ 27,311.55
Deputy District Attorney III	Unemployment	0.446%	\$ 1,460.62	\$131,387	
	Retirement	23.414%	\$ 76,679.49		
	Social Security	6.047%	\$ 19,803.57		
	Medicare	1.450%	\$ 4,748.67		
	Health	6.820%	\$ 22,335.10		
	Def Comp	1.237%	\$ 4,051.10		
	Life	0.125%	\$ 409.37		
	Optical	0.151%	\$ 494.52		
	Workers' Comp	0.429%	\$ 1,404.95		
			40.119%		\$ 131,387.40
Senior D.A. Investigator B II	Unemployment	0.446%	\$ 1,532.22	\$138,731	
	Retirement	29.723%	\$ 102,112.43		
	Medicare	1.450%	\$ 4,981.43		
	LGTD Ins	0.246%	\$ 845.13		
	Health	7.521%	\$ 25,838.16		
	Def Comp	0.587%	\$ 2,016.62		
	Workers' Comp	0.409%	\$ 1,405.11		
			40.382%		\$ 138,731.09
					\$138,731
Paralegal II	Unemployment	0.446%	\$ 241.47	\$23,262	
	Retirement	18.685%	\$ 10,116.37		
	Social Security	6.200%	\$ 3,356.78		
	Medicare	1.450%	\$ 785.05		
	Health	14.215%	\$ 7,696.24		
	Trng/Pen	0.435%	\$ 235.52		
	Life	0.206%	\$ 111.53		
	SHTD Ins	0.463%	\$ 250.68		
	Workers' Comp	0.865%	\$ 468.33		
			42.965%		\$ 23,261.97
Legal Support Assistant II	Unemployment	0.446%	\$ 27.57	\$3,100	
	Retirement	19.980%	\$ 1,235.11		
	Social Security	6.200%	\$ 383.27		
	Medicare	1.450%	\$ 89.64		
	Health	19.043%	\$ 1,177.19		
	Trng/Pen	0.572%	\$ 35.36		
	Life	0.271%	\$ 16.75		
	SHTD Ins	1.047%	\$ 64.72		
	Workers' Comp	1.137%	\$ 70.29		
			50.146%		\$ 3,099.90
Investigative Technician II	Unemployment	0.446%	\$ 373.96	\$37,851	
	Retirement	20.833%	\$ 17,467.86		
	Social Security	6.200%	\$ 5,198.52		
	Medicare	1.450%	\$ 1,215.78		
	Health	13.944%	\$ 11,691.63		
	Trng/Pen	0.421%	\$ 353.00		
	Life	0.200%	\$ 167.69		
	SHTD Ins	0.811%	\$ 680.00		
	Workers' Comp	0.838%	\$ 702.64		
			45.143%		\$ 37,851.08
Victim Services Advocates II	Unemployment	0.446%	\$ 334.62	\$35,609	
	Retirement	21.340%	\$ 16,010.66		
	Social Security	6.200%	\$ 4,651.64		
	Medicare	1.450%	\$ 1,087.88		
	Health	15.894%	\$ 11,924.72		
	Trng/Pen	0.471%	\$ 353.37		
	Life	0.223%	\$ 167.31		
	SHTD Ins	0.501%	\$ 375.88		
	Workers' Comp	0.937%	\$ 703.00		
			47.462%		\$ 35,609.09
<b>PERSONNEL TOTAL</b>				<b>\$1,469,562</b>	

BUDGET CATEGORY AND LINE ITEM DETAIL

FY11 Indian Gaming Proposed Budget

A. Personnel Services – Salaries/Employee Benefits		COST	
<b>Salaries:</b>			
Supervising Deputy District Attorney - Riverside	0.10	\$16,967	
Supervising Deputy District Attorney - Indio	0.10	\$16,967	
Supervising Deputy District Attorney - SW	0.10	\$16,967	
Commander - Riverside	0.05	\$6,440	
Commander - Indio	0.05	\$6,440	
Commander - SW	0.05	\$6,440	
Victim Services Supervisor - Riverside	0.05	\$2,727	
Victim Services Supervisor - SW	0.05	\$2,727	
Victim Services Supervisor - Indio	0.05	\$2,727	
Deputy District Attorney IV - Complex Litigation Specialist (Countywide)	0.50	\$66,609	
Deputy District Attorney IV - Appellate	0.05	\$6,661	
Deputy District Attorney III - Riverside	1.00	\$109,165	
Deputy District Attorney III - Indio	1.00	\$109,165	
Deputy District Attorney III - SW	1.00	\$109,165	
Senior DA Investigator B-II - Riverside	1.00	\$114,516	
Senior DA Investigator B-II - Indio	1.00	\$114,516	
Senior DA Investigator B-II - SW	1.00	\$114,516	
Paralegal II	1.00	\$54,142	
Legal Support Assistant II - Riverside	0.05	\$2,061	
Legal Support Assistant II - Indio	0.05	\$2,061	
Legal Support Assistant II - SW	0.05	\$2,061	
Investigative Technician II - Riverside	1.50	\$83,847	
Victim Services Advocates II - Riverside	0.50	\$25,009	
Victim Services Advocates II - Indio	0.50	\$25,009	
Victim Services Advocates II -SW	0.50	\$25,009	
<b>Benefits:</b>			
Supervising Deputy District Attorney	Unemployment	0.446% \$ 227.02	
	Retirement	23.414% \$ 11,918.22	
	Social Security	4.020% \$ 2,046.26	
	Medicare	1.450% \$ 738.08	
	LGTD	0.760% \$ 386.86	
	Health	5.344% \$ 2,720.21	
	Def Comp	0.792% \$ 403.14	
	Life	0.080% \$ 40.72	
	Optical	0.097% \$ 49.38	
	Workers' Comp	0.276% \$ 140.49	
		36.68% \$ 18,670.38	\$18,670
Commander	Unemployment	0.446% \$ 86.17	
	Retirement	29.723% \$ 5,742.46	
	Medicare	1.450% \$ 280.14	
	Health	6.940% \$ 1,340.80	
	LGTD	0.760% \$ 146.83	
	Def Comp	1.044% \$ 201.70	
	Life	0.105% \$ 20.29	
	Optical	0.127% \$ 24.54	
	Workers' Comp	0.364% \$ 70.32	
		40.959% \$ 7,913.25	\$7,913
Victim Services Supervisor	Unemployment	0.446% \$ 36.49	
	Retirement	22.271% \$ 1,822.03	
	Social Security	6.200% \$ 507.23	
	Medicare	1.450% \$ 118.63	
	LGTD	0.760% \$ 62.18	
	Health	13.987% \$ 1,144.30	
	Def Comp	0.432% \$ 35.34	
	Life	0.205% \$ 16.77	
	Workers' Comp	0.859% \$ 70.28	
		46.610% \$ 3,813.24	\$3,813

**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>B. Operating Expenses</b>	<b>COST</b>
Communications (Includes county radio systems, cellphones and office phones)	\$8,232
General Supplies (Includes: protective gear, equipment maintenance, office supplies, photocopying, printing, postage, computer software)	\$17,663
Travel/Training expenses (Indian Gaming training, conferences, and local mileage for grant activities and meetings)	\$10,000
Vehicle Expenses (Includes: county vehicle costs, fuel, maintenance)	\$39,448
Rent /Utilities/Maintenance/Insurance	\$23,917
10% of Salaries* (Includes: accounting services and administrative salaries)	\$104,191
Operating Section Totals	
<b>OPERATING TOTAL</b>	<b>\$203,451</b>



**BUDGET CATEGORY AND LINE ITEM DETAIL**

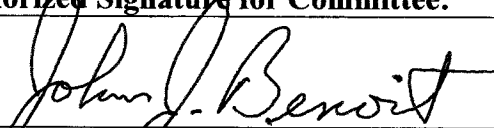

C. Equipment	COST
	\$0
	\$0
	\$0
	\$0
	\$0
Equipment Section Totals	\$0
<b>EQUIPMENT TOTAL</b>	
Category Totals	
<b>Total Project Cost*</b>	<b>\$1,673,013</b>

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County District Attorney (CA01-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$259,731.55** as sponsored by **Cabazon Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	<b>BOB BUSTER</b>
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

10 **Recipient:**

11 Riverside County District Attorney  
12 Jeff Van Wagenen  
13 3960 Orange Street  
14 Riverside, CA 92501

15 Or to such other address(es) as the parties may hereafter designate.

16 **2. SOURCE AND SCOPE OF FUNDING**

- 17 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
18 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
19 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
20 limitations, or conditions enacted by the State of California, which may affect the provisions,  
21 terms or funding of this Agreement in any manner.
- 22 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
23 Agreement shall be amended to reflect any reduction in funds.
- 24 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 25 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
the completion date for projects may be extended by Committee. This Agreement shall be subject to  
termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

1 **4. TERMINATION**

2 1) Termination for cause:

- 3 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
4 performance of this Agreement or material breach of any of its provisions, Committee  
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
6 which shall be effective upon receipt by Recipient.
- 7 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
8 funds are available for payments. Termination shall be effective immediately upon  
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 "Recipient" means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller's Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the



1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Investigate and prosecute gaming related crimes in the eastern, southwestern and western areas of the County, using: three Deputy District Attorneys, one Complex Litigation Specialist Deputy District Attorney, three DA Investigators, one Investigative Technician, three Victim Services Advocates, one Paralegal and legal support assistants.

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personnel Services – Salaries/Employee Benefits				COST	
Deputy District Attorney IV	Unemployment	0.446%	\$ 326.79	\$27,312	
	Retirement	23.414%	\$ 17,155.54		
	Social Security	5.125%	\$ 3,755.11		
	Medicare	1.450%	\$ 1,062.42		
	Health	5.229%	\$ 3,831.31		
	Def Comp	1.029%	\$ 753.95		
	Life	0.104%	\$ 76.20		
	Optical	0.126%	\$ 92.32		
	Workers' Comp	0.352%	\$ 257.91		
			37.275%		\$ 27,311.55
Deputy District Attorney III	Unemployment	0.446%	\$ 1,460.62	\$131,387	
	Retirement	23.414%	\$ 76,679.49		
	Social Security	6.047%	\$ 19,803.57		
	Medicare	1.450%	\$ 4,748.67		
	Health	6.820%	\$ 22,335.10		
	Def Comp	1.237%	\$ 4,051.10		
	Life	0.125%	\$ 409.37		
	Optical	0.151%	\$ 494.52		
	Workers' Comp	0.429%	\$ 1,404.95		
			40.119%		\$ 131,387.40
Senior D.A. Investigator B II	Unemployment	0.446%	\$ 1,532.22	\$138,731	
	Retirement	29.723%	\$ 102,112.43		
	Medicare	1.450%	\$ 4,981.43		
	LGTD Ins	0.246%	\$ 845.13		
	Health	7.521%	\$ 25,838.16		
	Def Comp	0.587%	\$ 2,016.62		
	Workers' Comp	0.409%	\$ 1,405.11		
			40.382%		\$ 138,731.09
Paralegal II	Unemployment	0.446%	\$ 241.47	\$23,262	
	Retirement	18.685%	\$ 10,116.37		
	Social Security	6.200%	\$ 3,356.78		
	Medicare	1.450%	\$ 785.05		
	Health	14.215%	\$ 7,696.24		
	Trng/Pen	0.435%	\$ 235.52		
	Life	0.206%	\$ 111.53		
	SHTD Ins	0.463%	\$ 250.68		
	Workers' Comp	0.865%	\$ 468.33		
			42.965%		\$ 23,261.97
Legal Support Assistant II	Unemployment	0.446%	\$ 27.57	\$3,100	
	Retirement	19.980%	\$ 1,235.11		
	Social Security	6.200%	\$ 383.27		
	Medicare	1.450%	\$ 89.64		
	Health	19.043%	\$ 1,177.19		
	Trng/Pen	0.572%	\$ 35.36		
	Life	0.271%	\$ 16.75		
	SHTD Ins	1.047%	\$ 64.72		
	Workers' Comp	1.137%	\$ 70.29		
		50.146%	\$ 3,099.90		
Investigative Technician II	Unemployment	0.446%	\$ 373.96	\$37,851	
	Retirement	20.833%	\$ 17,467.86		
	Social Security	6.200%	\$ 5,198.52		
	Medicare	1.450%	\$ 1,215.78		
	Health	13.944%	\$ 11,691.63		
	Trng/Pen	0.421%	\$ 353.00		
	Life	0.200%	\$ 167.69		
	SHTD Ins	0.811%	\$ 680.00		
	Workers' Comp	0.838%	\$ 702.64		
			45.143%		\$ 37,851.08
Victim Services Advocates II	Unemployment	0.446%	\$ 334.62	\$35,609	
	Retirement	21.340%	\$ 16,010.66		
	Social Security	6.200%	\$ 4,651.64		
	Medicare	1.450%	\$ 1,087.88		
	Health	15.894%	\$ 11,924.72		
	Trng/Pen	0.471%	\$ 353.37		
	Life	0.223%	\$ 167.31		
	SHTD Ins	0.501%	\$ 375.88		
	Workers' Comp	0.937%	\$ 703.00		
			47.462%		\$ 35,609.09
<b>PERSONNEL TOTAL</b>				<b>\$1,469,562</b>	

**BUDGET CATEGORY AND LINE ITEM DETAIL**

FY11 Indian Gaming Proposed Budget

A. Personnel Services – Salaries/Employee Benefits		COST	
<b>Salaries:</b>			
Supervising Deputy District Attorney - Riverside	0.10	\$16,967	
Supervising Deputy District Attorney - Indio	0.10	\$16,967	
Supervising Deputy District Attorney - SW	0.10	\$16,967	
Commander - Riverside	0.05	\$6,440	
Commander - Indio	0.05	\$6,440	
Commander - SW	0.05	\$6,440	
Victim Services Supervisor - Riverside	0.05	\$2,727	
Victim Services Supervisor - SW	0.05	\$2,727	
Victim Services Supervisor - Indio	0.05	\$2,727	
Deputy District Attorney IV - Complex Litigation Specialist (Countywide)	0.50	\$66,609	
Deputy District Attorney IV - Appellate	0.05	\$6,661	
Deputy District Attorney III - Riverside	1.00	\$109,165	
Deputy District Attorney III - Indio	1.00	\$109,165	
Deputy District Attorney III - SW	1.00	\$109,165	
Senior DA Investigator B-II - Riverside	1.00	\$114,516	
Senior DA Investigator B-II - Indio	1.00	\$114,516	
Senior DA Investigator B-II - SW	1.00	\$114,516	
Paralegal II	1.00	\$54,142	
Legal Support Assistant II - Riverside	0.05	\$2,061	
Legal Support Assistant II - Indio	0.05	\$2,061	
Legal Support Assistant II - SW	0.05	\$2,061	
Investigative Technician II - Riverside	1.50	\$83,847	
Victim Services Advocates II - Riverside	0.50	\$25,009	
Victim Services Advocates II - Indio	0.50	\$25,009	
Victim Services Advocates II - SW	0.50	\$25,009	
<b>Benefits:</b>			
Supervising Deputy District Attorney	Unemployment	0.446% \$ 227.02	
	Retirement	23.414% \$ 11,918.22	
	Social Security	4.020% \$ 2,046.26	
	Medicare	1.450% \$ 738.08	
	LGTD	0.760% \$ 386.86	
	Health	5.344% \$ 2,720.21	
	Def Comp	0.792% \$ 403.14	
	Life	0.080% \$ 40.72	
	Optical	0.097% \$ 49.38	
	Workers' Comp	0.276% \$ 140.49	
	<b>36.68% \$ 18,670.38</b>	\$18,670	
Commander	Unemployment	0.446% \$ 86.17	
	Retirement	29.723% \$ 5,742.46	
	Medicare	1.450% \$ 280.14	
	Health	6.940% \$ 1,340.80	
	LGTD	0.760% \$ 146.83	
	Def Comp	1.044% \$ 201.70	
	Life	0.105% \$ 20.29	
	Optical	0.127% \$ 24.54	
	Workers' Comp	0.364% \$ 70.32	
		<b>40.959% \$ 7,913.25</b>	\$7,913
Victim Services Supervisor	Unemployment	0.446% \$ 36.49	
	Retirement	22.271% \$ 1,822.03	
	Social Security	6.200% \$ 507.23	
	Medicare	1.450% \$ 118.63	
	LGTD	0.760% \$ 62.18	
	Health	13.987% \$ 1,144.30	
	Def Comp	0.432% \$ 35.34	
	Life	0.205% \$ 16.77	
	Workers' Comp	0.859% \$ 70.28	
		<b>46.610% \$ 3,813.24</b>	\$3,813

**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>B. Operating Expenses</b>	<b>COST</b>
Communications (Includes county radio systems, cellphones and office phones)	\$8,232
General Supplies (Includes: protective gear, equipment maintenance, office supplies, photocopying, printing, postage, computer software)	\$17,663
Travel/Training expenses (Indian Gaming training, conferences, and local mileage for grant activities and meetings)	\$10,000
Vehicle Expenses (Includes: county vehicle costs, fuel, maintenance)	\$39,448
Rent /Utilities/Maintenance/Insurance	\$23,917
10% of Salaries* (Includes: accounting services and administrative salaries)	\$104,191
<b>Operating Section Totals</b>	
<b>OPERATING TOTAL</b>	<b>\$203,451</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

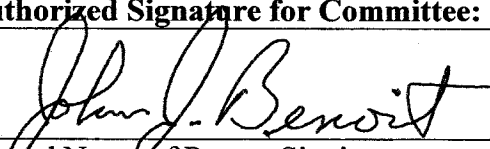
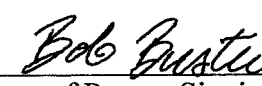
C. Equipment	COST
	<p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p>
Equipment Section Totals	<p align="right">\$0</p>
<b>EQUIPMENT TOTAL</b>	
<b>Category Totals</b>	
<b>Total Project Cost*</b>	<p align="right"><b>\$1,673,013</b></p>

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County District Attorney (CA02-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$86,577.18** as sponsored by **Cabazon Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b> 	<b>Authorized Signature for Recipient:</b> 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: <b>BOB BUSTER</b>
Title: Chairman, Community Benefit Committee	Title: <b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date: <b>NOV 15 2011</b>	Date: <b>NOV 22 2011</b>

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 BY:   
 DEPUTY

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**1. NOTICES**

All correspondence and notices required or contemplated by this grant shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

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**Committee:**

County of Riverside Executive Office  
Attn: Jennifer Sargent  
4080 Lemon Street, 4<sup>th</sup>  
Riverside, California 92501

**Recipient:**

Riverside County District Attorney  
Jeff Van Wagenen  
3960 Orange Street  
Riverside, CA 92501

Or to such other address(es) as the parties may hereafter designate.

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**2. SOURCE AND SCOPE OF FUNDING**

- A. This grant award (“Agreement”) is valid and enforceable only if sufficient funds are available to the Committee from the California State’s Indian Gaming Special Distribution Fund for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms or funding of this Agreement in any manner.
- B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- D. The grant funds shall be disbursed directly to the Recipient by the State Controller’s Office.

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**3. TERM**

The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however, the completion date for projects may be extended by Committee. Recipient of multi-year grants shall also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion date for projects may be extended by Committee. This Agreement shall be subject to termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee upon or after the term of the Agreement except by either formal amendment or certified grants on multiyear basis as expressly approved by the Committee.

**4. TERMINATION**

1) Termination for cause:

- a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the performance of this Agreement or material breach of any of its provisions, Committee may, at the Committee’s sole discretion, terminate this Agreement by written notice, which shall be effective upon receipt by Recipient.
- b. **Due to State’s Non-Appropriation.** Termination may occur if no funds or insufficient funds are available for payments. Termination shall be effective immediately upon written notification of a decrease or elimination of funds.



1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

29 **7. REIMBURSEMENT OF FUNDS**

30 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
31 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
32 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
33 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
34 the Committee and/or the State.

35 **8. FISCAL AUDIT, REPORT AND RECORDS**

36 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
37 template for the quarterly financial report will be provided to recipient. A quarterly financial  
38 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
15, 2012 and July 15, 2012.

B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 E. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 20 13. INDEMNIFICATION

21 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
22 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
23 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
24 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
25 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
26 awards, on behalf of the Committee in any claim or action based upon such liability.

27 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
28 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

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2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. **Workers' Compensation:**

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
14 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. **Vehicle Liability:**

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. **General Insurance Provisions - All lines:**

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Investigate and prosecute gaming related crimes in the eastern, southwestern and western areas of the County, using: three Deputy District Attorneys, one Complex Litigation Specialist Deputy District Attorney, three DA Investigators, one Investigative Technician, three Victim Services Advocates, one Paralegal and legal support assistants.

**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>A. Personnel Services – Salaries/Employee Benefits</b>				<b>COST</b>
Deputy District Attorney IV	Unemployment	0.446%	\$ 326.79	
	Retirement	23.414%	\$ 17,155.54	
	Social Security	5.125%	\$ 3,755.11	
	Medicare	1.450%	\$ 1,062.42	
	Health	5.229%	\$ 3,831.31	
	Def Comp	1.029%	\$ 753.95	
	Life	0.104%	\$ 76.20	
	Optical	0.126%	\$ 92.32	
	Workers' Comp	0.352%	\$ 257.91	
			37.275%	
Deputy District Attorney III	Unemployment	0.446%	\$ 1,460.62	
	Retirement	23.414%	\$ 76,679.49	
	Social Security	6.047%	\$ 19,803.57	
	Medicare	1.450%	\$ 4,748.67	
	Health	6.820%	\$ 22,335.10	
	Def Comp	1.237%	\$ 4,051.10	
	Life	0.125%	\$ 409.37	
	Optical	0.151%	\$ 494.52	
	Workers' Comp	0.429%	\$ 1,404.95	
			40.119%	
Senior D.A. Investigator B II	Unemployment	0.446%	\$ 1,532.22	
	Retirement	29.723%	\$ 102,112.43	
	Medicare	1.450%	\$ 4,981.43	
	LGTD Ins	0.246%	\$ 845.13	
	Health	7.521%	\$ 25,838.16	
	Def Comp	0.587%	\$ 2,016.62	
	Workers' Comp	0.409%	\$ 1,405.11	
			40.382%	
Paralegal II	Unemployment	0.446%	\$ 241.47	
	Retirement	18.685%	\$ 10,116.37	
	Social Security	6.200%	\$ 3,356.78	
	Medicare	1.450%	\$ 785.05	
	Health	14.215%	\$ 7,696.24	
	Trng/Pen	0.435%	\$ 235.52	
	Life	0.206%	\$ 111.53	
	SHTD Ins	0.463%	\$ 250.68	
	Workers' Comp	0.865%	\$ 468.33	
			42.965%	
Legal Support Assistant II	Unemployment	0.446%	\$ 27.57	
	Retirement	19.980%	\$ 1,235.11	
	Social Security	6.200%	\$ 383.27	
	Medicare	1.450%	\$ 89.64	
	Health	19.043%	\$ 1,177.19	
	Trng/Pen	0.572%	\$ 35.36	
	Life	0.271%	\$ 16.75	
	SHTD Ins	1.047%	\$ 64.72	
	Workers' Comp	1.137%	\$ 70.29	
			50.146%	
Investigative Technician II	Unemployment	0.446%	\$ 373.96	
	Retirement	20.833%	\$ 17,467.86	
	Social Security	6.200%	\$ 5,198.52	
	Medicare	1.450%	\$ 1,215.78	
	Health	13.944%	\$ 11,691.63	
	Trng/Pen	0.421%	\$ 353.00	
	Life	0.200%	\$ 167.69	
	SHTD Ins	0.811%	\$ 680.00	
	Workers' Comp	0.838%	\$ 702.64	
			45.143%	
Victim Services Advocates II	Unemployment	0.446%	\$ 334.62	
	Retirement	21.340%	\$ 16,010.66	
	Social Security	6.200%	\$ 4,651.64	
	Medicare	1.450%	\$ 1,087.88	
	Health	15.894%	\$ 11,924.72	
	Trng/Pen	0.471%	\$ 353.37	
	Life	0.223%	\$ 167.31	
	SHTD Ins	0.501%	\$ 375.88	
	Workers' Comp	0.937%	\$ 703.00	
			47.462%	
<b>PERSONNEL TOTAL</b>				<b>\$1,469,562</b>



**BUDGET CATEGORY AND LINE ITEM DETAIL**

FY11 Indian Gaming Proposed Budget

A. Personnel Services - Salaries/Employee Benefits		COST	
<b>Salaries:</b>			
Supervising Deputy District Attorney - Riverside	0.10	\$16,967	
Supervising Deputy District Attorney - Indio	0.10	\$16,967	
Supervising Deputy District Attorney - SW	0.10	\$16,967	
Commander - Riverside	0.05	\$6,440	
Commander - Indio	0.05	\$6,440	
Commander - SW	0.05	\$6,440	
Victim Services Supervisor - Riverside	0.05	\$2,727	
Victim Services Supervisor - SW	0.05	\$2,727	
Victim Services Supervisor - Indio	0.05	\$2,727	
Deputy District Attorney IV - Complex Litigation Specialist (Countywide)	0.50	\$66,609	
Deputy District Attorney IV - Appellate	0.05	\$6,661	
Deputy District Attorney III - Riverside	1.00	\$109,165	
Deputy District Attorney III - Indio	1.00	\$109,165	
Deputy District Attorney III - SW	1.00	\$109,165	
Senior DA Investigator B-II - Riverside	1.00	\$114,516	
Senior DA Investigator B-II - Indio	1.00	\$114,516	
Senior DA Investigator B-II - SW	1.00	\$114,516	
Paralegal II	1.00	\$54,142	
Legal Support Assistant II - Riverside	0.05	\$2,061	
Legal Support Assistant II - Indio	0.05	\$2,061	
Legal Support Assistant II - SW	0.05	\$2,061	
Investigative Technician II - Riverside	1.50	\$83,847	
Victim Services Advocates II - Riverside	0.50	\$25,009	
Victim Services Advocates II - Indio	0.50	\$25,009	
Victim Services Advocates II - SW	0.50	\$25,009	
<b>Benefits:</b>			
Supervising Deputy District Attorney	Unemployment	0.446% \$ 227.02	
	Retirement	23.414% \$ 11,918.22	
	Social Security	4.020% \$ 2,046.26	
	Medicare	1.450% \$ 738.08	
	LGTD	0.760% \$ 386.86	
	Health	5.344% \$ 2,720.21	
	Def Comp	0.792% \$ 403.14	
	Life	0.080% \$ 40.72	
	Optical	0.097% \$ 49.38	
	Workers' Comp	0.276% \$ 140.49	
		<b>36.68% \$ 18,670.38</b>	\$18,670
Commander	Unemployment	0.446% \$ 86.17	
	Retirement	29.723% \$ 5,742.46	
	Medicare	1.450% \$ 280.14	
	Health	6.940% \$ 1,340.80	
	LGTD	0.760% \$ 146.83	
	Def Comp	1.044% \$ 201.70	
	Life	0.105% \$ 20.29	
	Optical	0.127% \$ 24.54	
	Workers' Comp	0.364% \$ 70.32	
		<b>40.959% \$ 7,913.25</b>	\$7,913
Victim Services Supervisor	Unemployment	0.446% \$ 36.49	
	Retirement	22.271% \$ 1,822.03	
	Social Security	6.200% \$ 507.23	
	Medicare	1.450% \$ 118.63	
	LGTD	0.760% \$ 62.18	
	Health	13.987% \$ 1,144.30	
	Def Comp	0.432% \$ 35.34	
	Life	0.205% \$ 16.77	
	Workers' Comp	0.859% \$ 70.28	
		<b>46.610% \$ 3,813.24</b>	\$3,813

**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>B. Operating Expenses</b>	<b>COST</b>
Communications (Includes county radio systems, cellphones and office phones)	\$8,232
General Supplies (Includes: protective gear, equipment maintenance, office supplies, photocopying, printing, postage, computer software)	\$17,663
Travel/Training expenses (Indian Gaming training, conferences, and local mileage for grant activities and meetings)	\$10,000
Vehicle Expenses (Includes: county vehicle costs, fuel, maintenance)	\$39,448
Rent /Utilities/Maintenance/Insurance	\$23,917
10% of Salaries* (Includes: accounting services and administrative salaries)	\$104,191
<b>Operating Section Totals</b>	
<b>OPERATING TOTAL</b>	<b>\$203,451</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

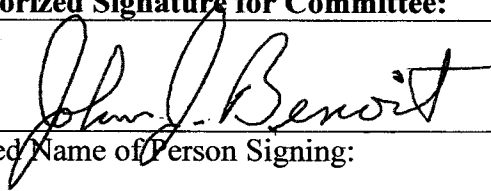

C. Equipment	COST
	<p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p> <p align="right">\$0</p>
Equipment Section Totals	\$0
<b>EQUIPMENT TOTAL</b>	
<b>Category Totals</b>	
<b>Total Project Cost*</b>	<b>\$1,673,013</b>

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County District Attorney (TW04-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$34,406.13** as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b> 	<b>Authorized Signature for Recipient:</b> 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: <b>BOB BUSTER</b>
Title: Chairman, Community Benefit Committee	Title: <b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date: NOV 15 2011	Date: NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN  
 DATE: 11/14/11

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

NOV 22 2011 3.3

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 Recipient:

6 Riverside County District Attorney  
7 Jeff Van Wagenen  
8 3960 Orange Street  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

- 30 1) Termination for cause:
  - 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
  - 35 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

29 **7. REIMBURSEMENT OF FUNDS**

30 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
31 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
32 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
33 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
34 the Committee and/or the State.

35 **8. FISCAL AUDIT, REPORT AND RECORDS**

36 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
37 template for the quarterly financial report will be provided to recipient. A quarterly financial  
38 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
15, 2012 and July 15, 2012.

B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.



1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Investigate and prosecute gaming related crimes in the eastern, southwestern and western areas of the County, using: three Deputy District Attorneys, one Complex Litigation Specialist Deputy District Attorney, three DA Investigators, one Investigative Technician, three Victim Services Advocates, one Paralegal and legal support assistants.

BUDGET CATEGORY AND LINE ITEM DETAIL

A. Personnel Services – Salaries/Employee Benefits				COST
Deputy District Attorney IV	Unemployment	0.446%	\$ 326.79	\$27,312
	Retirement	23.414%	\$ 17,155.54	
	Social Security	5.125%	\$ 3,755.11	
	Medicare	1.450%	\$ 1,062.42	
	Health	5.229%	\$ 3,831.31	
	Def Comp	1.029%	\$ 753.95	
	Life	0.104%	\$ 76.20	
	Optical	0.126%	\$ 92.32	
	Workers' Comp	0.352%	\$ 257.91	
			37.275%	
Deputy District Attorney III	Unemployment	0.446%	\$ 1,460.62	\$131,387
	Retirement	23.414%	\$ 76,679.49	
	Social Security	6.047%	\$ 19,803.57	
	Medicare	1.450%	\$ 4,748.67	
	Health	6.820%	\$ 22,335.10	
	Def Comp	1.237%	\$ 4,051.10	
	Life	0.125%	\$ 409.37	
	Optical	0.151%	\$ 494.52	
	Workers' Comp	0.429%	\$ 1,404.95	
			40.119%	
Senior D.A. Investigator B II	Unemployment	0.446%	\$ 1,532.22	\$138,731
	Retirement	29.723%	\$ 102,112.43	
	Medicare	1.450%	\$ 4,981.43	
	LGTD Ins	0.246%	\$ 845.13	
	Health	7.521%	\$ 25,838.16	
	Def Comp	0.587%	\$ 2,016.62	
	Workers' Comp	0.409%	\$ 1,405.11	
			40.382%	
Paralegal II	Unemployment	0.446%	\$ 241.47	\$23,262
	Retirement	18.685%	\$ 10,116.37	
	Social Security	6.200%	\$ 3,356.78	
	Medicare	1.450%	\$ 785.05	
	Health	14.215%	\$ 7,696.24	
	Trng/Pen	0.435%	\$ 235.52	
	Life	0.206%	\$ 111.53	
	SHTD Ins	0.463%	\$ 250.68	
	Workers' Comp	0.865%	\$ 468.33	
			42.965%	
Legal Support Assistant II	Unemployment	0.446%	\$ 27.57	\$3,100
	Retirement	19.980%	\$ 1,235.11	
	Social Security	6.200%	\$ 383.27	
	Medicare	1.450%	\$ 89.64	
	Health	19.043%	\$ 1,177.19	
	Trng/Pen	0.572%	\$ 35.36	
	Life	0.271%	\$ 16.75	
	SHTD Ins	1.047%	\$ 64.72	
	Workers' Comp	1.137%	\$ 70.29	
			50.146%	
Investigative Technician II	Unemployment	0.446%	\$ 373.96	\$37,851
	Retirement	20.833%	\$ 17,467.86	
	Social Security	6.200%	\$ 5,198.52	
	Medicare	1.450%	\$ 1,215.78	
	Health	13.944%	\$ 11,691.63	
	Trng/Pen	0.421%	\$ 353.00	
	Life	0.200%	\$ 167.69	
	SHTD Ins	0.811%	\$ 680.00	
	Workers' Comp	0.838%	\$ 702.64	
			45.143%	
Victim Services Advocates II	Unemployment	0.446%	\$ 334.62	\$35,609
	Retirement	21.340%	\$ 16,010.66	
	Social Security	6.200%	\$ 4,651.64	
	Medicare	1.450%	\$ 1,087.88	
	Health	15.894%	\$ 11,924.72	
	Trng/Pen	0.471%	\$ 353.37	
	Life	0.223%	\$ 167.31	
	SHTD Ins	0.501%	\$ 375.88	
	Workers' Comp	0.937%	\$ 703.00	
			47.462%	
<b>PERSONNEL TOTAL</b>				<b>\$1,469,562</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

FY11 Indian Gaming Proposed Budget

<b>A. Personnel Services – Salaries/Employee Benefits</b>		<b>COST</b>	
<b>Salaries:</b>			
Supervising Deputy District Attorney - Riverside	0.10	\$16,967	
Supervising Deputy District Attorney - Indio	0.10	\$16,967	
Supervising Deputy District Attorney - SW	0.10	\$16,967	
Commander - Riverside	0.05	\$6,440	
Commander - Indio	0.05	\$6,440	
Commander - SW	0.05	\$6,440	
Victim Services Supervisor - Riverside	0.05	\$2,727	
Victim Services Supervisor - SW	0.05	\$2,727	
Victim Services Supervisor - Indio	0.05	\$2,727	
Deputy District Attorney IV - Complex Litigation Specialist (Countywide)	0.50	\$66,609	
Deputy District Attorney IV - Appellate	0.05	\$6,661	
Deputy District Attorney III - Riverside	1.00	\$109,165	
Deputy District Attorney III - Indio	1.00	\$109,165	
Deputy District Attorney III - SW	1.00	\$109,165	
Senior DA Investigator B-II - Riverside	1.00	\$114,516	
Senior DA Investigator B-II - Indio	1.00	\$114,516	
Senior DA Investigator B-II - SW	1.00	\$114,516	
Paralegal II	1.00	\$54,142	
Legal Support Assistant II - Riverside	0.05	\$2,061	
Legal Support Assistant II - Indio	0.05	\$2,061	
Legal Support Assistant II - SW	0.05	\$2,061	
Investigative Technician II - Riverside	1.50	\$83,847	
Victim Services Advocates II - Riverside	0.50	\$25,009	
Victim Services Advocates II - Indio	0.50	\$25,009	
Victim Services Advocates II -SW	0.50	\$25,009	
<b>Benefits:</b>			
Supervising Deputy District Attorney	Unemployment	0.446% \$ 227.02	
	Retirement	23.414% \$ 11,918.22	
	Social Security	4.020% \$ 2,046.26	
	Medicare	1.450% \$ 738.08	
	LGTD	0.760% \$ 386.86	
	Health	5.344% \$ 2,720.21	
	Def Comp	0.792% \$ 403.14	
	Life	0.080% \$ 40.72	
	Optical	0.097% \$ 49.38	
	Workers' Comp	0.276% \$ 140.49	
	<b>36.68% \$ 18,670.38</b>	<b>\$18,670</b>	
Commander	Unemployment	0.446% \$ 86.17	
	Retirement	29.723% \$ 5,742.46	
	Medicare	1.450% \$ 280.14	
	Health	6.940% \$ 1,340.80	
	LGTD	0.760% \$ 146.83	
	Def Comp	1.044% \$ 201.70	
	Life	0.105% \$ 20.29	
	Optical	0.127% \$ 24.54	
	Workers' Comp	0.364% \$ 70.32	
		<b>40.959% \$ 7,913.25</b>	<b>\$7,913</b>
Victim Services Supervisor	Unemployment	0.446% \$ 36.49	
	Retirement	22.271% \$ 1,822.03	
	Social Security	6.200% \$ 507.23	
	Medicare	1.450% \$ 118.63	
	LGTD	0.760% \$ 62.18	
	Health	13.987% \$ 1,144.30	
	Def Comp	0.432% \$ 35.34	
	Life	0.205% \$ 16.77	
	Workers' Comp	0.859% \$ 70.28	
		<b>46.610% \$ 3,813.24</b>	<b>\$3,813</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

<b>B. Operating Expenses</b>	<b>COST</b>
Communications (Includes county radio systems, cellphones and office phones)	\$8,232
General Supplies (Includes: protective gear, equipment maintenance, office supplies, photocopying, printing, postage, computer software)	\$17,663
Travel/Training expenses (Indian Gaming training, conferences, and local mileage for grant activities and meetings)	\$10,000
Vehicle Expenses (Includes: county vehicle costs, fuel, maintenance)	\$39,448
Rent /Utilities/Maintenance/Insurance	\$23,917
10% of Salaries* (Includes: accounting services and administrative salaries)	\$104,191
<b>Operating Section Totals</b>	
<b>OPERATING TOTAL</b>	<b>\$203,451</b>

**BUDGET CATEGORY AND LINE ITEM DETAIL**

C. Equipment	COST
	\$0
	\$0
	\$0
	\$0
	\$0
Equipment Section Totals	\$0
<b>EQUIPMENT TOTAL</b>	
<b>Category Totals</b>	
<b>Total Project Cost*</b>	<b>\$1,673,013</b>

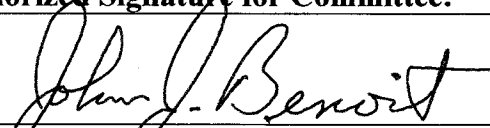



RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Transportation Department (MO1-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$1,355,727.97** as sponsored by **Morongo Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b>	<b>Authorized Signature for Recipient:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	<b>BOB BUSTER</b>
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
<b>NOV 15 2011</b>	<b>NOV 22 2011</b>

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN 11/14/11  
 DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Transportation Department  
7 Juan Perez  
8 4080 Lemon Street, 8<sup>th</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

- 30 1) Termination for cause:
  - 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
  - 35 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1           **5. DEFINITIONS**

2           “Recipient” means any city, county department or special district to which an Agreement is awarded  
3           and which shall be accountable to the Committee for the use of funds provided.

4           **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5           **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6           application submission of Recipient is hereby incorporated by reference to the extent that the  
7           application has not been altered or amended by the provisions of Attachment A hereto.

8           **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9           (1) Recipient shall not use any part of this grant money for any purpose that would  
10           support or fund, directly or indirectly, any effort related to opposition or challenge to  
11           Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12           prohibited purpose by any local government, upon notice given to the county by any tribe  
13           from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14           prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15           again be made available for qualified nexus grants.

16           (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17           other mechanism, which states that the local government project received funding from the  
18           Indian Gaming Special Distribution Fund and which further identifies the particular  
19           Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20           20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21           paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22           application was made.

23           (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24           interest from those funds for the mitigation project described in Attachment A.

25           (4) City/County school districts and community college districts are specifically  
26           prohibited from receiving Special Distribution Fund.

27           (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28           immediately and any funds not yet spent shall revert to the Indian Gaming Special  
29           Distribution Fund.

30           **7. REIMBURSEMENT OF FUNDS**

31           Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
32           reimburse any and all funds received from the State Controller’s Office where such funds are not or  
33           have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
34           621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
35           the Committee and/or the State.

36           **8. FISCAL AUDIT, REPORT AND RECORDS**

37           A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
38           template for the quarterly financial report will be provided to recipient. A quarterly financial  
39           report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
40           15, 2012 and July 15, 2012.

41           B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
42           covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
9 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
10 cooperate with this audit and shall provide all requested information and/or documentation.
- 11 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
12 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
13 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
14 obligation is not terminated upon termination of this Agreement, whether by recession or  
15 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
16 the Agreement for the same time period.
- 17 G. Books and records shall be maintained in accordance with general accounting standards for  
18 books and record keeping.

### 13 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

14 Recipient acknowledges and agrees that information, communications, and documents given by or to  
15 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
16 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
17 Committee in order that it may fully comply with the requirements of such laws and regulations.

### 17 **10. GOVERNING LAW AND VENUE**

- 18 A. This Agreement and its construction and interpretation as to validity, performance and breach  
19 shall be construed under the laws of the State of California. In the event any provision in this  
20 Agreement is determined by a court of competent jurisdiction to be invalid, void or  
21 unenforceable, the remaining provisions will nevertheless continue in full force without being  
22 impaired or invalidated in any way.
- 23 B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
24 followed, first, for any disputes under this Agreement.
- 25 C. All actions and proceedings arising in connection with this Agreement shall be tried and  
26 litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
27 in federal court) courts located in the County of Riverside, State of California.

### 25 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 26 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
27 Recipient solely responsible for the performance of all duties and obligations under this  
28 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
any legal relationship with any subcontractor of Recipient for performance under this  
Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 20 13. INDEMNIFICATION

21 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
22 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
23 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
24 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
25 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
26 awards, on behalf of the Committee in any claim or action based upon such liability.

27 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
28 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
5 the following insurance coverage during the term of this Agreement.

6 A. Workers' Compensation:

7 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
8 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
9 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
10 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
11 subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
12 Employer Endorsement.

13 B. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
15 contractual liability, products and completed operations liability, personal and advertising injury, cross  
16 liability coverage and employment practices liability, covering claims which may arise from or out of  
17 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
18 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
19 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
20 be no less than two (2) times the occurrence limit.

21 C. Vehicle Liability:

22 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
23 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
24 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
25 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
26 than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

27 D. General Insurance Provisions - All lines:

28 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.



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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

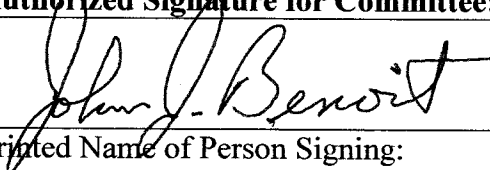

The 1-10 bypass south project will provide about 2.75 miles of new roadway from the east end of the city of Banning to the Apache Trail/Bonita Avenue intersection at the west end of the community of Cabazon. The new road will provide an alternate route to the 1-10 freeway in this area and also provide access to the undeveloped adjoining tribal land and other developable vacant parcels.

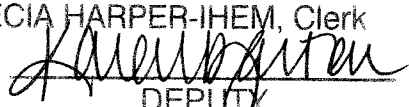
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012

RECIPIENT: Riverside County Transportation Department (MO5-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$839,559.32** as sponsored by **Morongo Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	CHAIRMAN, BOARD OF SUPERVISORS
Date:	Date:
NOV 15 2011	NOV 22 2011

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE 11/14/11

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Transportation Department  
7 Juan Perez  
8 4080 Lemon Street, 8<sup>th</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award (“Agreement”) is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State’s Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller’s Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
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29 **4. TERMINATION**

- 30 1) Termination for cause:
- 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
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33 may, at the Committee’s sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State’s Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

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2 "Recipient" means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

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5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
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8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
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11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
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28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

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2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
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8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
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12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
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2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
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- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
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- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
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- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
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- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
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- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
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32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 20 13. INDEMNIFICATION

21 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
22 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
23 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
24 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
25 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
26 awards, on behalf of the Committee in any claim or action based upon such liability.

27 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
28 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the



1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

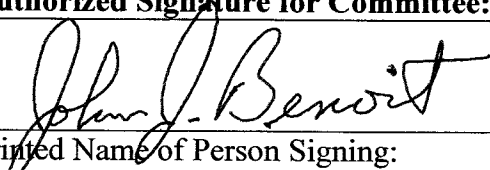
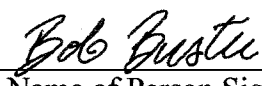
The 1-10 bypass south project will provide about 2.75 miles of new roadway from the east end of the city of Banning to the Apache Trail/Bonita Avenue intersection at the west end of the community of Cabazon. The new road will provide an alternate route to the 1-10 freeway in this area and also provide access to the undeveloped adjoining tribal land and other developable vacant parcels.

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Transportation Department (SO4-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$300,000.00** as sponsored by **Soboba Band of Luiseno Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b>	<b>Authorized Signature for Recipient:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By  DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 Recipient:

6 Riverside County Transportation Department  
7 Juan Perez  
8 4080 Lemon Street, 8<sup>th</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award (“Agreement”) is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State’s Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller’s Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
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- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
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34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

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liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond



1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

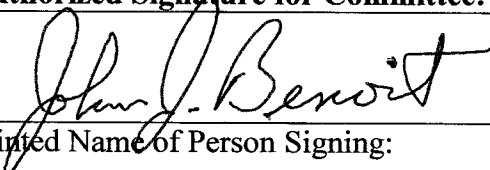
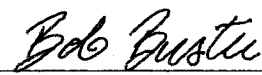
SR 79 is the major north-south arterial into the Hemet/San Jacinto Valley and it provides access to Soboba Casino via Soboba Road. The County, Riverside County Transportation Commission (RCTC) and the cities of Hemet and San Jacinto are working on a long-range project to realign and widen State Route 79 north of Domenigoni Parkway to the Ramona Expressway. These Special Distribution Funds will contribute toward that effort, which is part of a larger corridor improvement to upgrade SR 79 from I-15 to I-10.

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012

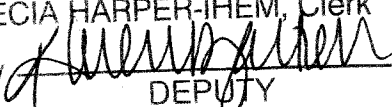
RECIPIENT: Riverside County Transportation Department (SO5-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$200,000.00** as sponsored by **Soboba Band of Luiseno Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b>	<b>Authorized Signature for Recipient:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:  11/14/11  
 KARIN L. WATTS-BAZAN DATE

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 Committee:

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 Recipient:

6 Riverside County Transportation Department  
7 Juan Perez  
8 4080 Lemon Street, 8<sup>th</sup> Floor  
9 Riverside, CA 92501

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State's Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

30 1) Termination for cause:

- 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee's sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State's Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 "Recipient" means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

29 **7. REIMBURSEMENT OF FUNDS**

30 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
31 reimburse any and all funds received from the State Controller's Office where such funds are not or  
32 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
33 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
34 the Committee and/or the State.

35 **8. FISCAL AUDIT, REPORT AND RECORDS**

36 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
37 template for the quarterly financial report will be provided to recipient. A quarterly financial  
38 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
15, 2012 and July 15, 2012.

B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.  
12

## 13 12. INDEPENDENT CONTRACTOR

14 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
15 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
16 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
17 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
18 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
19 claimant alleges any employee / employer relationship exists between the Claimant and the  
20 Committee.  
21

## 22 13. INDEMNIFICATION

23 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
24 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
25 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
26 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
27 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
28 awards, on behalf of the Committee in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.



1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

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17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

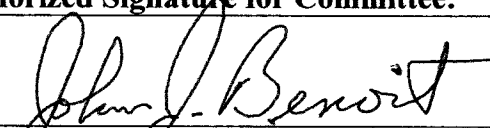
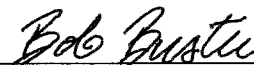
SR 79 is the major north-south arterial into the Hemet/San Jacinto Valley and it provides access to Soboba Casino via Soboba Road. The County, Riverside County Transportation Commission (RCTC) and the cities of Hemet and San Jacinto are working on a long-range project to realign and widen State Route 79 north of Domenigoni Parkway to the Ramona Expressway. These Special Distribution Funds will contribute toward that effort, which is part of a larger corridor improvement to upgrade SR 79 from I-15 to I-10.

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012

RECIPIENT: Riverside County Mental Health Department (TW05-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$22,248.48 as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

<b>Authorized Signature for Committee:</b>	<b>Authorized Signature for Recipient:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

ATTEST:

KECIA HARPER-IHEM, Clerk

By   
 DEPUTY

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE: 11/14/11

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Mental Health Department  
7 Maria Mabey  
8 4095 County Circle Drive  
9 Riverside, CA 92503

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award (“Agreement”) is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State’s Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller’s Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

- 30 1) Termination for cause:
- 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee’s sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State’s Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

2 “Recipient” means any city, county department or special district to which an Agreement is awarded  
3 and which shall be accountable to the Committee for the use of funds provided.

4 **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5 **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6 application submission of Recipient is hereby incorporated by reference to the extent that the  
7 application has not been altered or amended by the provisions of Attachment A hereto.

8 **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9 (1) Recipient shall not use any part of this grant money for any purpose that would  
10 support or fund, directly or indirectly, any effort related to opposition or challenge to  
11 Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12 prohibited purpose by any local government, upon notice given to the county by any tribe  
13 from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14 prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15 again be made available for qualified nexus grants.

16 (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17 other mechanism, which states that the local government project received funding from the  
18 Indian Gaming Special Distribution Fund and which further identifies the particular  
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22 application was made.

23 (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24 interest from those funds for the mitigation project described in Attachment A.

25 (4) City/County school districts and community college districts are specifically  
26 prohibited from receiving Special Distribution Fund.

27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special  
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

2 Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
3 reimburse any and all funds received from the State Controller’s Office where such funds are not or  
4 have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
5 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
6 the Committee and/or the State.

7 **8. FISCAL AUDIT, REPORT AND RECORDS**

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
9 template for the quarterly financial report will be provided to recipient. A quarterly financial  
10 report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
11 15, 2012 and July 15, 2012.

12 B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
13 covering the fiscal year in which funds are received or services provided, pursuant to this

1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any



1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
liability, or assistance in the remedy of any actual or alleged breach.

2 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
3 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
4 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
5 within 30 calendar days from the start date of the Agreement.

6 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
7 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
8 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
9 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
10 agreements shall be updated each Agreement term.

## 11 **12. INDEPENDENT CONTRACTOR**

12 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
13 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
14 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
15 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
16 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
17 claimant alleges any employee / employer relationship exists between the Claimant and the  
18 Committee.

## 19 **13. INDEMNIFICATION**

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
14 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
15 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. General Insurance Provisions - All lines:

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Our goal is to develop an 8-week treatment program for the clients who identify as problem or pathological gamblers. This program will include:

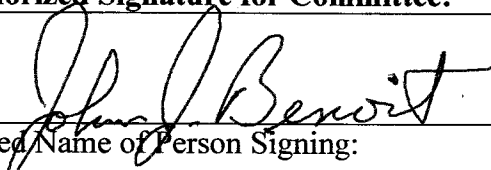

- ◆ Completion of the nationally recognized problem gambling screenings (South Oaks Gambling Screening (SOGS) and/or the National Opinion Research Center (NODS) DSM Screen to identify level of gambling problem.
- ◆ 1 each intake session, treatment planning session, and exit planning session
- ◆ 5 educational and process groups which will include relapse prevention skills, completion of Office of Problem Gambling (OPG) workbook activities, restitution planning and money handling which will also include guided peer support.
- ◆ Individual and crisis intervention sessions as needed to address any unforeseen problems or setbacks the client may face.
- ◆ Continued case management will be provided to address issues of continued abstinence from gambling, financial planning, legal issues and ancillary referrals.
- ◆ Introduction to Gambler's Anonymous (GA) for continued support once they leave the program.

RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2011/2012


RECIPIENT: Riverside County Mental Health Department (TW09-10)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$16,210.19 as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”), California 2008 Assembly Bill 158 (“AB 158”), California 2010 Senate Bill 856 (“SB 856”) to provide services as set forth in Attachment A (attached hereto and in Application, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John J. Benoit	BOB BUSTER
Title:	Title:
Chairman, Community Benefit Committee	<b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Date:	Date:
NOV 15 2011	NOV 22 2011

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE 11/14/11

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By:   
 DEPUTY

1 **1. NOTICES**

2 All correspondence and notices required or contemplated by this grant shall be delivered to the  
3 respective parties at the addresses set forth below and are deemed submitted one day after their  
4 deposit in the United States mail, postage prepaid:

5 **Committee:**

6 County of Riverside Executive Office  
7 Attn: Jennifer Sargent  
8 4080 Lemon Street, 4<sup>th</sup>  
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Mental Health Department  
7 Maria Mabey  
8 4095 County Circle Drive  
9 Riverside, CA 92503

10 Or to such other address(es) as the parties may hereafter designate.

11 **2. SOURCE AND SCOPE OF FUNDING**

- 12 A. This grant award (“Agreement”) is valid and enforceable only if sufficient funds are available  
13 to the Committee from the California State’s Indian Gaming Special Distribution Fund for the  
14 purposes of this program. In addition, this Agreement is subject to any additional restrictions,  
15 limitations, or conditions enacted by the State of California, which may affect the provisions,  
16 terms or funding of this Agreement in any manner.
- 17 B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this  
18 Agreement shall be amended to reflect any reduction in funds.
- 19 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 20 D. The grant funds shall be disbursed directly to the Recipient by the State Controller’s Office.

21 **3. TERM**

22 The term of this Agreement shall be from July 1, 2011, to and including June 30, 2012. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2012, however,  
24 the completion date for projects may be extended by Committee. Recipient of multi-year grants shall  
25 also perform all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however,  
26 the completion date for projects may be extended by Committee. This Agreement shall be subject to  
27 termination by Committee immediately upon notice to the Recipient. Funds shall not be automatically  
28 renewed by Committee upon or after the term of the Agreement except by either formal amendment or  
certified grants on multiyear basis as expressly approved by the Committee.

29 **4. TERMINATION**

- 30 1) Termination for cause:
- 31 a. **Due to Default or Breach of Agreement.** Upon default by the Recipient in the  
32 performance of this Agreement or material breach of any of its provisions, Committee  
33 may, at the Committee’s sole discretion, terminate this Agreement by written notice,  
34 which shall be effective upon receipt by Recipient.
- 35 b. **Due to State’s Non-Appropriation.** Termination may occur if no funds or insufficient  
36 funds are available for payments. Termination shall be effective immediately upon  
37 written notification of a decrease or elimination of funds.

1                   **5. DEFINITIONS**

2                   “Recipient” means any city, county department or special district to which an Agreement is awarded  
3                   and which shall be accountable to the Committee for the use of funds provided.

4                   **6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT**

5                   **A. Incorporation by Reference of the Application Submission of Recipient.** The  
6                   application submission of Recipient is hereby incorporated by reference to the extent that the  
7                   application has not been altered or amended by the provisions of Attachment A hereto.

8                   **B. Requirements per S.B. 621, S.B. 288 and A.B. 158.**

9                   (1) Recipient shall not use any part of this grant money for any purpose that would  
10                  support or fund, directly or indirectly, any effort related to opposition or challenge to  
11                  Indian gaming in the state, and, to the extent any awarded grant is utilized for any  
12                  prohibited purpose by any local government, upon notice given to the county by any tribe  
13                  from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that  
14                  prohibited use, the grant shall terminate immediately and any moneys not yet used shall  
15                  again be made available for qualified nexus grants.

16                (2) Recipient shall provide notice to the public, either through a slogan, signage, or  
17                other mechanism, which states that the local government project received funding from the  
18                Indian Gaming Special Distribution Fund and which further identifies the particular  
19                Individual Tribal Casino Account from which the grant is derived. For Recipients of the  
20                20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County  
21                paying tribes shall be credited on such public notice, in addition to the Tribe to which  
22                application was made.

23                (3) Recipient shall deposit all funds received in an interest bearing account and use the  
24                interest from those funds for the mitigation project described in Attachment A.

25                (4) City/County school districts and community college districts are specifically  
26                prohibited from receiving Special Distribution Fund.

27                (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate  
28                immediately and any funds not yet spent shall revert to the Indian Gaming Special  
29                Distribution Fund.

30                  **7. REIMBURSEMENT OF FUNDS**

31                  Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully  
32                  reimburse any and all funds received from the State Controller’s Office where such funds are not or  
33                  have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB  
34                  621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of  
35                  the Committee and/or the State.

36                  **8. FISCAL AUDIT, REPORT AND RECORDS**

37                  A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A  
38                  template for the quarterly financial report will be provided to recipient. A quarterly financial  
39                  report shall be submitted to the Committee on: September 29, 2011, January 15, 2012, April  
40                  15, 2012 and July 15, 2012.

41                  B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit  
42                  covering the fiscal year in which funds are received or services provided, pursuant to this



1 Agreement. Such audit shall be performed by an independent auditor, using generally  
2 accepted accounting principles.

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed  
4 through the use of the grant funds. This report shall contain all information required to enable  
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee  
7 Chairperson, or designee, on or before August 31, 2012.
- 8 D. The Committee reserves the right to conduct its own audit pertaining to the use of grant  
9 moneys by the Recipient.
- 10 E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of  
11 Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully  
12 cooperate with this audit and shall provide all requested information and/or documentation.
- 13 F. Recipient shall retain such reports and all records associated with this Agreement for at least  
14 five (5) years following the close of the fiscal year for which this Agreement is in effect or  
15 until any County, State or Federal audit(s) is/are completed, whichever is later. This  
16 obligation is not terminated upon termination of this Agreement, whether by recession or  
17 otherwise. Recipient agrees to require any subcontractors to retain all records associated with  
18 the Agreement for the same time period.
- 19 G. Books and records shall be maintained in accordance with general accounting standards for  
20 books and record keeping.

## 21 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

22 Recipient acknowledges and agrees that information, communications, and documents given by or to  
23 the Committee, and meetings involving Committee members or staff may be subject to applicable law  
24 on public disclosures and/or public meetings. Recipient shall use its best efforts to cooperate with the  
25 Committee in order that it may fully comply with the requirements of such laws and regulations.

## 26 **10. GOVERNING LAW AND VENUE**

- 27 A. This Agreement and its construction and interpretation as to validity, performance and breach  
28 shall be construed under the laws of the State of California. In the event any provision in this  
Agreement is determined by a court of competent jurisdiction to be invalid, void or  
unenforceable, the remaining provisions will nevertheless continue in full force without being  
impaired or invalidated in any way.
- B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be  
followed, first, for any disputes under this Agreement.
- C. All actions and proceedings arising in connection with this Agreement shall be tried and  
litigated exclusively in state or federal (if permitted by law and a party elects to file an action  
in federal court) courts located in the County of Riverside, State of California.

## 29 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 30 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
31 Recipient solely responsible for the performance of all duties and obligations under this  
32 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
33 any legal relationship with any subcontractor of Recipient for performance under this  
34 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

1 subcontractor, and further agrees that Recipient may not look to Committee for any payment,  
2 liability, or assistance in the remedy of any actual or alleged breach.

3 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any  
4 Agreement between the Recipient and Committee. Copies of subcontractor agreements  
5 between participating third parties, if any, and Recipient, shall be submitted to the Committee  
6 within 30 calendar days from the start date of the Agreement.

7 C. An organizational chart should be provided by Recipient, for any new Agreement term,  
8 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor  
9 permits, employee licenses or business, state and/or clinic licenses shall be on file with the  
10 Recipient in order for the subcontractor to perform the proposed services. Subcontractor  
11 agreements shall be updated each Agreement term.

## 12. INDEPENDENT CONTRACTOR

13 It is understood and agreed that Recipient is an independent contractor and that no relationship of  
14 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's  
15 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of  
16 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the  
17 Committee for any cost or expense the Committee may incur as a result of any claim wherein the  
18 claimant alleges any employee / employer relationship exists between the Claimant and the  
19 Committee.

## 13. INDEMNIFICATION

20 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including  
21 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of  
22 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any  
23 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and  
24 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or  
25 awards, on behalf of the Committee in any claim or action based upon such liability.

26 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at  
27 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or  
28 compromise any such action or claim without the prior consent of Committee; provided, however,  
that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
Recipient's indemnification to the Committee as set forth herein.

Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the  
appropriate form of dismissal relieving the Committee from any liability for the action or claim  
involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe  
Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause  
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1  
2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee  
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,  
the following insurance coverage during the term of this Agreement.

5 A. **Workers' Compensation:**

6 If the Recipient has employees as defined by the State of California, the Recipient shall maintain  
7 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
8 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
9 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate  
Employer Endorsement.

10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
12 contractual liability, products and completed operations liability, personal and advertising injury, cross  
13 liability coverage and employment practices liability, covering claims which may arise from or out of  
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional  
15 Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
16 limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or  
be no less than two (2) times the occurrence limit.

16 C. **Vehicle Liability:**

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under  
18 this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired  
19 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less  
than two (2) times the occurrence limit. Policy shall name the Committee as an Additional Insured.

20 D. **General Insurance Provisions - All lines:**

21 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
22 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such  
23 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk  
24 Manager waives a requirement for a particular insurer such waiver is only valid for that specific  
insurer and only for one policy term.

25 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured  
26 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such  
27 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk  
28 Manager before the commencement of operations under this Agreement. Upon notification of  
deductibles or self insured retention's unacceptable to the Committee, and at the election of the  
Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles  
or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration, and defense  
2 costs and expenses.

3 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with  
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all  
7 Endorsements and all attachments thereto, showing such insurance is in full force and effect.  
8 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance  
9 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any  
10 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
11 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement  
12 shall terminate forthwith, unless the Committee receives, prior to such effective date, another  
13 properly executed original Certificate of Insurance and original copies of endorsements or certified  
14 original policies, including all endorsements and attachments thereto evidencing coverage set forth  
15 herein and the insurance required herein is in full force and effect. Recipient shall not commence  
16 operations until the Committee has been furnished original Certificate(s) of Insurance and certified  
17 original copies of endorsements and, if requested, certified original policies of insurance including  
18 all endorsements and any and all other attachments as required in this Section. An individual  
19 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for  
20 each policy and the Certificate of Insurance.

21 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the  
22 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
23 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-  
24 insured programs shall not be construed as contributory.

25 5) Recipient shall pass down the insurance obligations contained herein to all tiers of  
26 subcontractors working under this Agreement.

27 6) The insurance requirements contained in this Agreement may be met with a program(s) of  
28 self-insurance acceptable to the Committee.

7) Recipient agrees to notify Committee of any claim by a third party or any incident or event  
that may give rise to a claim arising from the performance of this Agreement.

## 21 **15. ASSIGNMENT**

22 This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written  
23 consent of Committee, as approved and authorized by formal action of the Committee.

## 24 **16. ALTERATION AND/OR AMENDMENT**

25 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in  
26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated  
27 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may  
28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties  
expressly recognize that individual Committee members, advisory committee members, or staff to the

1 Committee is without authorization to either change or waive any requirements of this Agreement  
2 without formal action of the Committee.

3 **17. WAIVER AND SEVERABILITY**

4 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be  
5 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.  
6 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid,  
7 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being  
8 impaired or invalidated in any way.

9 **18. OFFICIAL DOCUMENTS**

10 Upon the Agreement approval by the Committee, one (1) completed set of this document will be sent  
11 to the Recipient. Such copy shall be the officially approved Agreement for the conduct of the  
12 approved project.

13 **19. ENTIRE AGREEMENT**

14 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject  
15 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same  
16 shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by  
17 the provisions of the section entitled "Alteration and/or amendment" herein.

18 **20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

19 Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf  
20 of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any  
21 attachments hereto.

22 **21. COMPLIANCE WITH LAW**

23 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in  
24 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of  
25 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether  
26 Committee is a party thereto or not, that Recipient has violated any such ordinance or statute, shall be  
27 conclusive of that fact as between Recipient and Committee.

28 **22. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered  
sections of this Agreement and the provisions contained in the Attachments hereto, the provisions of  
the numbered sections of this Agreement shall prevail over those in Attachments hereto.

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**ATTACHMENT A:**

**SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

Our goal is to develop an 8-week treatment program for the clients who identify as problem or pathological gamblers. This program will include:

- ◆ Completion of the nationally recognized problem gambling screenings (South Oaks Gambling Screening (SOGS) and/or the National Opinion Research Center (NODS) DSM Screen to identify level of gambling problem.
- ◆ 1 each intake session, treatment planning session, and exit planning session
- ◆ 5 educational and process groups which will include relapse prevention skills, completion of Office of Problem Gambling (OPG) workbook activities, restitution planning and money handling which will also include guided peer support.
- ◆ Individual and crisis intervention sessions as needed to address any unforeseen problems or setbacks the client may face.
- ◆ Continued case management will be provided to address issues of continued abstinence from gambling, financial planning, legal issues and ancillary referrals.
- ◆ Introduction to Gambler's Anonymous (GA) for continued support once they leave the program.