

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

975



**FROM:** Executive Office

**SUBMITTAL DATE:**  
December 10, 2012

**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 address the effects of tribal gaming on behalf of the Sheriff's Department, District Attorney's Office, Transportation Department and Mental Health Department; and
2. Authorize the Chairman of the Board to execute the attached agreements with the Indian Gaming Local Community Benefit Committee.

**BACKGROUND:** In October 2011, AB 1417 appropriated \$9.1 million in Special Distribution Funds for grants to local communities impacted by tribal gaming. Of this amount, Riverside County was allocated \$2.47 million, based on numbers of gaming devices compared with those in other counties across the state.

Funding priorities for grants 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.

Continued next page

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 986,891	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

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

**C.E.O. RECOMMENDATION:** APPROVE  
*Christopher M. Hans*  
BY: \_\_\_\_\_  
**County Executive Office Signature** Christopher M. Hans

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione 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:** December 18, 2012

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

xc: EO, Sheriff, DA, Transp, Mental Health, Committee  
**Prev. Agn. Ref.:** 3.4 on 12/2/03 | **District:** 3-4 | **Agenda Number:**

**3.8**

Departmental Concurrence

Policy Policy  
   
 Consent Consent  
   
 Dept's Recomm.:  
 Per Exec. Ofc.:

**Background** (Continued): 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 award process.

Local governments impacted by tribal gaming made application, with tribal sponsorship, to the CBC. On May 29, 2012, the CBC made grant award recommendations to the state. County departments received funding just under \$1 million (summarized in Attachment A) for mitigation projects. Departments will request budget adjustments through subsequent Board action, if necessary.

This is the seventh year of this program, which has distributed almost \$88 million to local jurisdictions in Riverside County. Attachment B provides the complete list of grant recipients and amounts distributed.

**Riverside County Indian Gaming Local Community Benefit Committee  
AB 1417 Indian Gaming Mitigation Grant Awards by Jurisdiction and Tribe - FY 2011/12**

Jurisdictions	Cabazon	Soboba	Twenty- Nine Palms	Augustine	Total
<b>Special Districts</b>					
<b>Special District Total</b>					<b>0</b>
<b>Cities</b>					
Coachella	116,359		116,638	329,876	562,873
Hemet		451,019			451,019
Indio	111,135		52,727	28,405	192,267
San Jacinto		275,623			275,623
<b>City Total</b>	<b>227,494</b>	<b>726,642</b>	<b>169,365</b>	<b>358,281</b>	<b>1,481,782</b>
<b>County Departments</b>					
District Attorney	32,951	203,237		111,363	347,551
Mental Health	25,222				25,222
Sheriff	57,720	203,237	86,280	14,203	361,440
Transportation		203,237			203,237
Program administration					49,441
<b>County Total</b>	<b>115,893</b>	<b>609,711</b>	<b>86,280</b>	<b>125,565</b>	<b>986,891</b>
<b>Grand Total</b>	<b>343,386</b>	<b>1,336,353</b>	<b>255,646</b>	<b>483,846</b>	<b>2,468,673</b>

**Riverside County Indian Gaming Local Community Benefit Committee**  
**SB 621, SB 288, AB 158 and AB 1417 Indian Gaming Mitigation Grant Awards by Jurisdiction and Tribe**  
**FY 2003/04, 2004/05, 2005/06, 2006/07, 2008/09, 2010/11 and 2011/12**


Jurisdictions	Agua Caliente	Cabazon	Morongo	Pechanga	Soboba	Twenty- Nine Palms	Augustine	Total
<b>Special Districts</b>								
Beaumont-Cherry Valley Rec & Park Distr.			244,687					244,687
Coachella Fire Protection District						278,224	287,796	566,020
Coachella Valley Water District							100,000	100,000
San Gorgonio Memorial Hospital Distr.			2,289,924					2,289,924
So. Coachella Valley Community Svcs. Distr.						27,017	33,022	60,039
<b>Special District Total</b>			<b>2,534,611</b>			<b>305,241</b>	<b>420,818</b>	<b>3,260,670</b>
<b>Cities</b>								
Banning			7,893,367					7,893,367
Calimesa			50,000					50,000
Cathedral City	1,419,353							1,419,353
Coachella		216,915				901,744	8,597,775	9,716,434
Desert Hot Springs	176,746		108,500					285,246
Hemet					1,259,466			1,259,466
Indio		1,453,868				208,569	1,331,495	2,993,932
La Quinta							984,381	984,381
Palm Desert	69,601							69,601
Palm Springs	5,743,185							5,743,185
Rancho Mirage	1,272,578							1,272,578
San Jacinto					2,664,589			2,664,589
Temecula				16,877,021			389,343	17,266,364
<b>City Total</b>	<b>8,681,463</b>	<b>1,670,783</b>	<b>8,051,867</b>	<b>16,877,021</b>	<b>3,924,055</b>	<b>1,110,313</b>	<b>11,302,994</b>	<b>51,618,496</b>
<b>County Departments</b>								
Building & Safety							245,214	245,214
Community Health Agency/EMS			1,000,000					1,000,000
District Attorney	368,762	379,260	2,393,382	1,787,055	792,535	526,311	1,561,857	7,809,163
EDA			550,000					550,000
Fire	225,468		1,178,065	1,876,476	154,190	36,888	412,024	3,883,111
Mental Health		25,222	650,476	550,000		38,459		1,264,157
Office on Aging			100,000					100,000
Planning			50,000					50,000
Public Defender				224,446			86,151	310,597



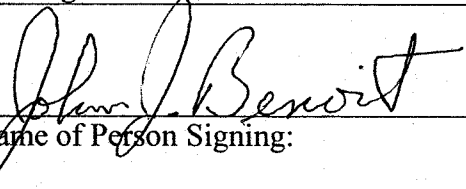
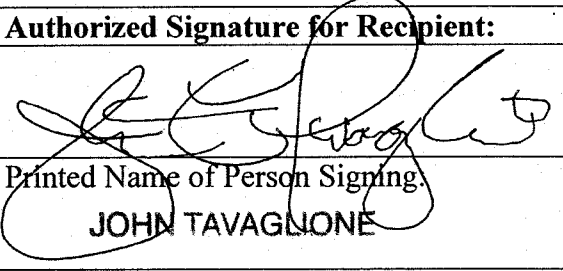
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013


RECIPIENT: Riverside County Sheriff's Department (CA09-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$24,769.00 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"), California 2011 Assembly Bill 1417 ("AB 1417") 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:

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGNONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE 12/17/12

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 Raymond Gregory, Chief Deputy  
8 4080 Lemon Street, 5<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, 2012, to and including June 30, 2013. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however,  
24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
27 immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee  
28 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: October 15, 2012, January 15, 2013, April 15,  
2013 and July 15, 2013.

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 September 12, 2013.
- 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. Furthermore, neither Recipient nor  
15 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
16 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
17 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
18 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
19 the 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  
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 Sheriff's Department Corrections Division is seeking reimbursement for receiving and processing arrestees from the Fantasy Springs Casino during calendar year 2011. The current board approved Criminal Justice Administration Fee is \$450.34. Fantasy Springs Casino had fifty-five bookings totaling a reimbursable cost of \$24,769. Enclosed is exhibit A providing the summary of the approved Criminal Justice Administration Fee for fiscal year 2011/2012 listing cost recovery associated with receiving and processing an arrestee into the County Jails pursuant to GC 29550. Also attached is exhibit B listing the names of the arrestees, booking numbers, and arresting dates.

**COUNTY OF RIVERSIDE  
CRIMINAL JUSTICE ADMINISTRATION FEE  
FOR FISCAL YEAR 11/12  
RECEIVING AND PROCESSING COSTS**

**Exhibit A**

<b>DIRECT COSTS:</b>	<b>TOTAL</b>	<b>PER/BOOKING</b>
DIRECT PERSONNEL	19,569,415.22	353.84
SERVICES & SUPPLIES	1,214,025.14	21.95
MEDICAL ASSESSMENT	637,125.12	11.52
<b>TOTAL DIRECT COSTS</b>	<b>\$ 21,420,565.48</b>	<b>\$ 387.31</b>
<b>INDIRECT COSTS:</b>		
INDIRECT PERSONNEL	1,799,108.38	32.53
INDIRECT CORRECTIONS OVERHEAD	32,316.83	0.58
CORRECTIONS ACCTG OVERHEAD	73,931.59	1.34
SHERIFF'S DEPARTMENT OVERHEAD	878,763.85	15.89
COWCAP	701,904.17	12.69
<b>TOTAL INDIRECT COSTS</b>	<b>\$ 3,486,022.82</b>	<b>\$ 63.03</b>
 <b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	 <b>\$ 24,906,588.30</b>	 <b>\$ 450.34</b>

TOTAL BOOKINGS FOR FY 2009/10 **55,306**

AVERAGE COST PER BOOKING FOR FY 11/12 **\$450.34**

Prepared by the Riverside County Sheriff's Department  
 Reviewed and approved by the Riverside County Auditor Controller's Office  
 Reviewed and approved by the Riverside County Executive Office

**Riverside County Sheriff's Department  
Data Warehouse Report  
Fantasy Springs Casino Arrests List  
January 1, 2011 thru December 31, 2011**

**Exhibit B**

1	2011000607	PEREZ,RACHEL ASIR	01/05/2011	84245	INDIO SPRINGS PKWY	RSO
2	2011001228	JEFFERS,MICHAEL GREEN	01/09/2011	84245	INDIO SPRINGS PKWY	RSO
3	2011001896	PEREZ,CHRISTOPHER DAVIS	01/14/2011	84245	INDIO SPRINGS PKWY	RSO
4	2011003264	CRUZ,JUAN ARMANDO JARAUTO	01/23/2011		DILLON RD/ S ST HWY 88	RSO
5	2011004666	PEARSON,TYRONE LAMONT	02/01/2011	84245	INDIO SPRINGS PKWY	RSO
6	2011005392	FLORES,ARRON ROLANDO	02/06/2011	84245	INDIO SPRINGS PKWY	RSO
7	2011008811	HILL,STEVEN EARL	03/01/2011	84245	INDIO SPRINGS PKWY	RSO
8	2011008953	RIVAS,OSCAR ALEXANDER	03/02/2011	84245	INDIO SPRINGS PKWY	RSO
9	2011009594	RUIZ,JAIME CEJA	03/06/2011	84245	INDIO SPRINGS PKWY	RSO
10	2011011475	OLIVERI,DAVID MARIÑO	03/18/2011	84245	INDIO SPRINGS PKWY	RSO
11	2011011664	MCKANEY,SHILOLLA	03/19/2011	84245	INDIO SPRINGS PKWY	RSO
12	2011011703	MCKIERNAN,MARK WARING	03/19/2011	84645	INDIO SPRINGS PKWY	RSO
13	2011013992	NIETO,CHARLES PEREZ	04/04/2011	84245	INDIO SPRINGS PKWY	RSO
14	2011014613	RAMIREZ,JOEL RODRIGUEZ	04/08/2011	84245	INDIO SPRINGS PKWY	RSO
15	2011014818	CAMACHO,LUIS CEJA	04/09/2011	84245	INDIO SPRINGS PKWY	RSO
16	2011015209	GARCIA,ANGEL GONZALEZ	04/12/2011	84245	INDIO SPRINGS PKWY	RSO
17	2011020300	MIXON,KIMBERLY ANN	05/15/2011	84245	INDIO SPRINGS PKWY	RSO
18	2011020716	SALTMAN,REBECCA ARLENE	05/18/2011	84285	INDIO SPRINGS PKWY	RSO
19	2011022373	LMON,JESUS MARQUEZ	05/20/2011	84245	INDIO SPRINGS PKWY	RSO
20	2011023285	BURCIAGA,MICHAEL	06/04/2011	84245	INDIO SPRINGS PKWY	RSO
21	2011024419	LEROY,VERONICA	06/11/2011	84245	INDIO SPRINGS PKWY	RSO
22	2011024682	MCWATTERS,MARC EDWARD	06/13/2011	84245	INDIO SPRINGS PKWY	RSO
23	2011025048	DELACRUZ,ROMEO CASTILLO	06/15/2011	84245	INDIO SPRINGS PKWY	RSO
24	2011027455	RODRIGUEZ,VIVIAN	07/01/2011	84245	INDIO SPRINGS PKWY	RSO
25	2011027650	HERNANDEZ,ENRIQUE	07/02/2011	84245	INDIO SPRINGS PKWY	RSO
26	2011028078	OEHLER,RYAN CHARLES	07/05/2011	84245	INDIO SPRINGS PKWY	RSO
27	2011028909	RODRIGUEZ,ANGELO	07/10/2011	84245	INDIO SPRINGS PKWY	RSO
28	2011029328	STANLEY,STUART JAMES	07/13/2011	84245	INDIO SPRINGS PKWY	RSO
29	2011032291	WILSON,DAVID BRADLEY	08/02/2011	84245	INDIO SPRINGS PKWY	RSO
30	2011032584	ALVAREZ,JOSEPH MICHAEL	08/04/2011	84245	INDIO SPRINGS PKWY	RSO
31	2011033225	GUTIERREZ,CARLOS ENRIQUE	08/09/2011	84245	INDIO SPRINGS PKWY	RSO
32	2011034793	LEA,DAMIAN ARTHUR	08/19/2011	84245	INDIO SPRINGS PKWY	RSO
33	2011035153	JACQUEZ,MANUEL	08/21/2011	84245	INDIO SPRINGS PKWY	RSO
34	2011035418	RODRIGUEZ,ANGELO	08/23/2011	84245	INDIO SPRINGS PKWY	RSO
35	2011036125	ANGUANO,ROSENDO	08/27/2011	84245	INDIO SPRINGS PKWY	RSO
36	2011037223	GARCIA,JULIO CESAR VILLANUEVA	08/03/2011	84245	INDIO SPRINGS PKWY	RSO
37	2011037235	HUMPHRIES,NATASHA LARIE	08/03/2011	84245	INDIO SPRINGS PKWY	RSO
38	2011037823	WILLIAMS,DAGON WESTLEY	08/08/2011	84245	INDIO SPRINGS PKWY	RSO
39	2011039333	CAMACHO,LUIS CEJA	08/17/2011	84245	INDIO SPRINGS PKWY	RSO
40	2011039792	GRAHAM,JAMES RUSSELL	09/21/2011	84245	INDIO SPRINGS PKWY	RSO
41	2011040128	FISS,DARRYL MICHAEL	09/23/2011	84245	INDIO SPRINGS PKWY	RSO
42	2011040127	ARREDONDO,RODNEY RAY	09/23/2011	84245	INDIO SPRINGS PKWY	RSO
43	2011042073	STOJANOVIC,ALEXANDER SASHA	10/08/2011	84245	INDIO SPRINGS PKWY	RSO
44	2011044584	OLVARES,SABRINA VILLANUEVA	10/24/2011	84245	INDIO SPRINGS PKWY	RSO
45	2011045902	CALDERON,OSCAR PEREZ	11/02/2011	84245	INDIO SPRINGS PKWY	RSO
46	2011046155	ORRANTIA,GLEN ALLAN	11/04/2011	84245	INDIO SPRINGS PKWY	RSO
47	2011046207	KASEY,BRATSOULEAS MARSHAL	11/04/2011	84245	INDIO SPRINGS PKWY	RSO
48	2011046211	GIBSON,LAUREN DANA	11/04/2011	84245	INDIO SPRINGS PKWY	RSO
49	2011046778	AGUAYO,RODOLFO VALLES	11/09/2011	84245	INDIO SPRINGS PKWY	RSO
50	2011046780	AGUAYO,DANIEL VALLES	11/09/2011	84245	INDIO SPRINGS PKWY	RSO
51	2011049116	PADILLA,CURT RUBIO	11/27/2011	84245	INDIO SPRINGS PKWY	RSO
52	2011051965	NAKAMOTO,JACK LEE	12/17/2011	84245	INDIO SPRINGS PKWY	RSO
53	2011051972	BAZAN,SUSIE	12/17/2011	84245	INDIO SPRINGS PKWY	RSO
54	2011051979	MARTINEZ,MARTHA	12/18/2011	84245	INDIO SPRINGS PKWY	RSO
55	2011052380	GURUSHYAN,POGOS	12/20/2011	84245	INDIO SPRINGS PKWY	RSO
Total Arrested:			55			



RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Mental Health Department (CA10-12)

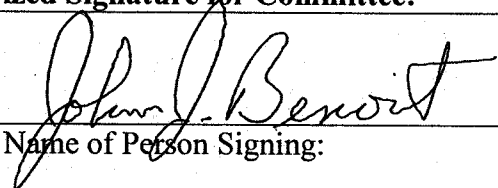
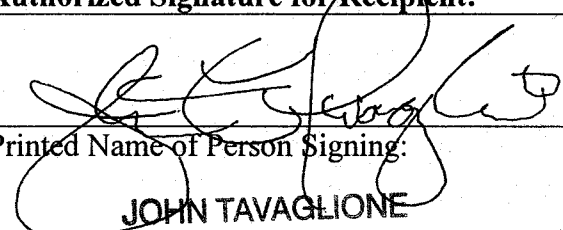
The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$25,222.00 as sponsored by Cabazon Band of Mission Indians and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 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”), California 2011 Assembly Bill 1417 (“AB 1417”) 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:

ATTEST:

KECIA HARPER-JHEM, Clerk

By  DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGLIONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:  12/17/12  
 KARIN L. WATTS-BAZAN DATE

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 Mark Thuve  
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, 2012, to and including June 30, 2013. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however,  
24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
27 immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee  
28 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: October 15, 2012, January 15, 2013, April 15,  
11 2013 and July 15, 2013.

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 September 12, 2013.
- 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. Furthermore, neither Recipient nor  
15 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
16 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
17 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
18 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
19 the 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**

By obtaining funding, the RCDMH will continue to provide the necessary intervention, prevention and education services for at risk problem gambling clients. The services provided are culturally sensitive to individuals seeking help. The cultural sensitivity came in part through trainings provided by the Tribalstar Trainings in 2009.

The goal of the RCDMH Substance Abuse prevention program Indio Substance Abuse Clinic is to provide the following intervention services:

- Utilize DVD's in County Clinics for education and training purposes.
- Provide 5,000 informational and educational brochures in Riverside County Substance Abuse clinics.
- Present a ninety minute problem gambling awareness program at community town-halls and health fairs.
- Present a ninety minute problem gambling awareness program designed for the senior population at senior centers.
- Community based organization presentations.
- Provide problem gambling prevention groups in County Clinics.

The Riverside County Department of Mental Health (RCDMH) Substance Abuse program will build on the foundation of treating clients who indicate signs of problem gambling. Treatment would consist of an eight week problem gambling program. The treatment services will be available to anyone regardless of their ability to pay. The client's that do have the ability to pay for these services would be assessed and charged according to the Riverside County Board of Supervisor's approved sliding fee scale. If awarded, the Indian mitigation funds will be used to augment the cost of treatment for this specific population.

The goal of the RCDMH Substance Abuse program Indio Substance Abuse Clinic is to provide an eight week treatment program for clients who are identified as problem or pathological gamblers. Prevention and treatment services will be provided by Nationally Accredited Problem Gambling Counselors whom were funded by Tribal funds in FY 2009/10.

This program will include:

- Completion of the nationally recognized South Oaks Gambling screening (SOGS), and/or the National Opinion Research Center (NODS) DSM screen to identify the gambling problem level.
- Treatment by State Certified Alcohol and Drug Counselors, who are Nationally

1 Accredited problem gambling counselors.

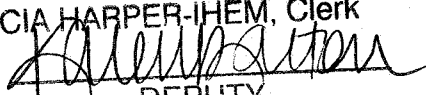
- 2 • Four individual services to include family counseling as needed.
- 3 • Crisis intervention sessions as needed to address any unforeseen problems or setbacks the client may face.
- 4 • Eight group services.
- 5 • One case management session will be provided to address issues of continued abstinence from gambling, financial planning, legal issues, and ancillary referrals.
- 6 • Introduction to Gamblers anonymous (GA) for continued support once they leave the program.

7 The RCDMH Substance Abuse program's objective is to instill a sense of responsibility  
8 and awareness for the clients who receive problem gambling treatment services. We  
9 would work in an ongoing collaboration with the Indian casinos to ensure that these  
10 clients will eventually become responsible, and productive members within the  
11 community.

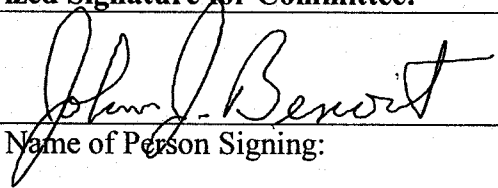
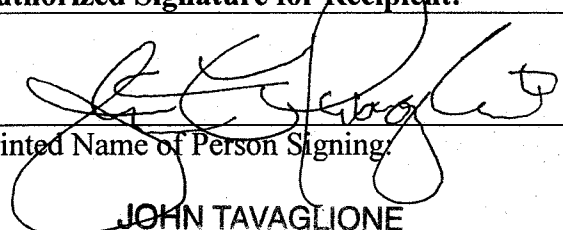
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (CA11-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$32,950.93 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"), California 2011 Assembly Bill 1417 ("AB 1417") 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:

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

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	JOHN TAVAGLIONE
Title:	Title:
Chairman, Community Benefit Committee	CHAIRMAN, BOARD OF SUPERVISORS
Date:	Date:
DEC 18 2012	DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:  12/17/12  
 KARIN L. WATTS-BAZAN DATE

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 Matthew Martello  
8 86-625 Airport Bl.  
9 Thermal, CA 92274

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, 2012, to and including June 30, 2013. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however,  
24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
27 immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee  
28 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: October 15, 2012, January 15, 2013, April 15,  
2013 and July 15, 2013.

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 September 12, 2013.
- 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. Furthermore, neither Recipient nor  
15 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
16 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
17 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
18 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
19 the 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.

1  
2 **ATTACHMENT A:**


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

4 Fantasy Springs Casino has had a significant impact on availability of law  
5 enforcement resources in the area served by the Thermal Sheriff's Station. This  
6 grant will address this impact by funding Deputy Sheriff's time in the area  
7 surrounding Fantasy Springs Casino.  
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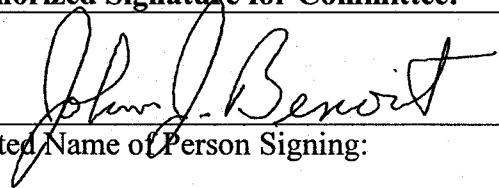
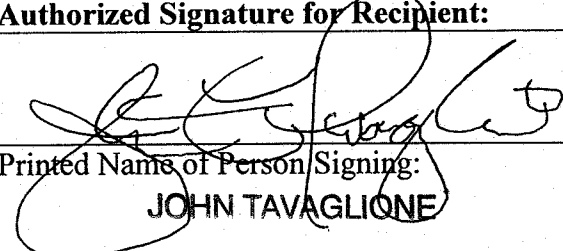
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County District Attorney (CA12-12)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed **\$32,951.00** 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”), California 2011 Assembly Bill 1417 (“AB 1417”) 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:

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGLIONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:   
 KARIN L. WATTS-BAZAN DATE 12/17/12 1

DEC 18 2012 3.8

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 Eric Woolery  
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, 2012, to and including June 30, 2013. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however,  
24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
27 immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee  
28 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: October 15, 2012, January 15, 2013, April 15,  
2013 and July 15, 2013.

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 September 12, 2013.
- 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.

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

- 32 A. Committee does not recognize subcontractors under this Agreement. Committee holds  
33 Recipient solely responsible for the performance of all duties and obligations under this  
34 Agreement. Recipient agrees and understands that Committee does not enter into, or assume  
35 any legal relationship with any subcontractor of Recipient for performance under this  
36 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. Furthermore, neither Recipient nor  
15 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
16 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
17 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
18 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
19 the 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**

We propose to staff the Riverside County District Attorney Tribal Gaming Prosecution Unit with 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 assistance. This will provide appropriate staffing in the Eastern Division (Indio), Southwestern Division (Temecula/Murrieta) and Western Division (Riverside/Banning). Each member of the Unit will be skilled and experienced in his or her own specialty. Additionally, the Deputy District Attorneys, District Attorney Investigators, and Victim Services Advocates will be supported by their respective managers, who will also supervise other units. Each member of the Unit will be a liaison between our office and the gaming tribes, as well as with local law enforcement.

**Deputy District Attorneys** in the Unit are first and foremost prosecutors and trial lawyers. Our Deputy District Attorneys help investigate crimes, conduct legal research, interview witnesses, prepare cases for trial, and prosecute the cases in the adversarial arena of the courtroom. The Deputy District Attorneys handle not just street-level crimes, but also financial crimes, as well as casino cheating scams. Riverside County's District Attorney Office Tribal Gaming Prosecution Unit will work with local, state, and federal law enforcement, government regulators, and tribal gaming commissions in order to more effectively prosecute casino scam artists and other criminals that prey on casinos and their patrons. In addition, a Deputy District Attorney assigned in our Writs and Appeals Division will support the unit on an as-needed basis, which will again keep costs down.

The **Complex Litigation Specialist Deputy District Attorney** will be a prosecutor specifically dedicated to handle the most difficult and complicated tribal gaming cases that arise countywide. This Deputy District Attorney will assume all of the tasks listed above for cases that require special attention due to their complexity. The services of this Deputy District Attorney will only be utilized on a "need basis" for financial efficiency. We predict that this DDA will spend approximately 50% of his or her time on tribal gaming related cases and our funding request reflects that predicted workload.

The Deputy District Attorneys will continue to be managed by **Supervising Deputy District Attorneys** in each geographic division. Each Supervising Deputy District Attorney will be responsible to ensure that these cases are handled consistently countywide and serve as another liaison to the tribes. The Supervising Deputy District Attorneys will have additional managerial duties outside the Unit. Utilizing only 15% of existing supervisory positions will help to keep costs down.

1           Our **District Attorney Investigators** are all peace officers. Each District Attorney  
2 Investigator, including those with the Riverside County District Attorney Tribal Gaming  
3 Prosecution Unit, has many years of law enforcement experience prior to joining our Office. The  
4 District Attorney Investigators interview witnesses, conduct follow-up investigations, protect  
5 victims, conduct proactive operations to catch or deter criminals, locate missing witnesses, and  
6 assist attorneys with case preparation for jury trial. As with the Deputy District Attorneys,  
7 supervision of District Attorney Investigators will utilize only a portion of existing supervisory  
8 positions to mitigate cost.

9           An **Investigative Technician** will provide support for the Investigators and Attorneys.  
10 The duties include obtaining evidence, documents and surveillance videos from law enforcement  
11 agencies. They also obtain court documents and prior convictions from other jurisdictions, and  
12 prepare crime scene diagrams and photos. They are skilled at obtaining information from  
13 computer databases.

14           A newly created **Tribal Liaison** position will serve as the Riverside County District  
15 Attorney's Office initial contact point for the tribal councils and their members. This position  
16 will be responsible for enhancing existing Tribal partnerships to address public safety concerns  
17 on the reservations, as well as providing leadership and direction to assist Tribal Governments  
18 involvement with the Riverside County District Attorney's Office.

19           Our **Victim Services Division** provides guidance and support for both victims and  
20 witnesses of crimes, working closely with the attorneys and investigators in the office to  
21 minimize the impact of the criminal justice system upon those touched by crime. Their work  
22 includes witness scheduling to reduce the inconvenience of court appearances. They also work  
23 closely with victims of crime, many of whom bear emotional and physical wounds. Our Victim  
24 Services Advocates also provides services such as referral counseling, court escort and support,  
25 witness notification, transportation assistance, and victims of crimes claims assistance. The  
26 Victim Services Advocates will have additional duties outside the Unit in order to mitigate costs.  
27 Again, utilizing only a portion of existing supervisory positions will further reduce costs.


28           Our **Paralegal** assists in the areas of legal research, in addition to performing  
organizational and administrative tasks, such maintaining a database of cases filed by our Tribal  
Gaming Prosecution Unit.

          Clerical support will be provided to the unit by utilizing **Legal Support Assistants** in  
each division. Their duties will include preparing the numerous documents required for case  
filings in court, transcribing of audio interviews, and preparation of legal motions. Only a small  
portion of existing positions will be designated for Tribal Gaming support, thus keeping costs  
down.

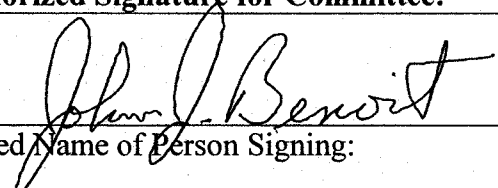
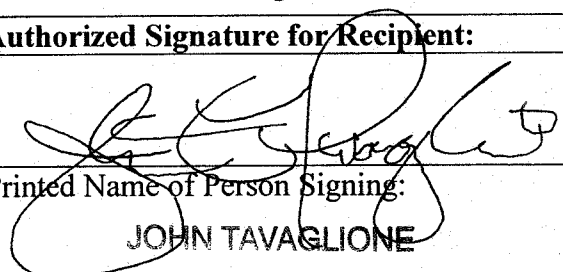
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (SO2-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$20,265.00 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"), California 2011 Assembly Bill 1417 ("AB 1417") 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:

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGLIONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 13 2012

FORM APPROVED COUNTY COUNSEL  
 BY:  12/17/12  
 KARIN L. WATTS-BAZAN DATE

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 Raymond Gregory, Chief Deputy  
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  
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16 terms or funding of this Agreement in any manner.
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24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
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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  
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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: October 15, 2012, January 15, 2013, April 15,  
11 2013 and July 15, 2013.

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 September 12, 2013.
- 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. Furthermore, neither Recipient nor  
15 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
16 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
17 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
18 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
19 the 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,  
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  
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.

17 C. Vehicle Liability:

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

23 D. General Insurance Provisions - All lines:

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

1  
2 **ATTACHMENT A:**

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

4 The Sheriff's Department Corrections Division is seeking reimbursement for receiving and  
5 processing arrestees from the Soboba Casino during calendar year 2011. The current board  
6 approved Criminal Justice Administration Fee is \$450.34. Soboba Casino had forty-five  
7 bookings totaling a reimbursable cost of \$20,265. Enclosed is exhibit A providing the summary  
8 of the approved Criminal Justice Administration Fee for fiscal year 2011/2012 listing cost  
9 recovery associated with receiving and processing an arrestee into the County Jails pursuant to  
10 GC 29550. Also attached is exhibit B listing the names of the arrestees, booking numbers, and  
11 arresting dates.  
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**COUNTY OF RIVERSIDE**  
**CRIMINAL JUSTICE ADMINISTRATION FEE**  
**FOR FISCAL YEAR 11/12**  
**RECEIVING AND PROCESSING COSTS**

**Exhibit A**

<b>DIRECT COSTS:</b>	<b>TOTAL</b>	<b>PER/BKNG</b>
DIRECT PERSONNEL	19,569,415.22	353.84
SERVICES & SUPPLIES	1,214,025.14	21.95
MEDICAL ASSESSMENT	637,125.12	11.52
<b>TOTAL DIRECT COSTS</b>	<b>\$ 21,420,565.48</b>	<b>\$ 387.31</b>
<b>INDIRECT COSTS:</b>		
INDIRECT PERSONNEL	1,799,106.38	32.53
INDIRECT CORRECTIONS OVERHEAD	32,316.83	0.58
CORRECTIONS ACCTG OVERHEAD	73,931.59	1.34
SHERIFF'S DEPARTMENT OVERHEAD	878,763.85	15.89
COWCAP	701,904.17	12.69
<b>TOTAL INDIRECT COSTS</b>	<b>\$ 3,486,022.82</b>	<b>\$ 63.03</b>
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	<b>\$ 24,906,588.30</b>	<b>\$ 450.34</b>

TOTAL BOOKINGS FOR FY 2009/10 **55,306**  
  
 AVERAGE COST PER BOOKING FOR FY 11/12 **\$450.34**

Prepared by the Riverside County Sheriff's Department  
 Reviewed and approved by the Riverside County Auditor Controller's Office  
 Reviewed and approved by the Riverside County Executive Office

**Riverside County Sheriff's Department  
Data Warehouse Report  
Soboba Casino Arrests List  
January 1, 2011 thru December 31, 2011**

**Exhibit B**


	Book No	Offense	Arrest Date	Arrest Time	Arrest Loc	Src
1	2011001308	LEVESQUE MESSINA, GLORIA JEAN	01/09/2011	01/09/2011	23333 SOBOBA RD	RSO
2	2011004948	MCCOLLUM, JAMES THURMAN	02/03/2011	02/03/2011	23333 SOBOBA RD	RSO
3	2011005325	SOMMER, MITCHELL EDWARD	02/06/2011	02/06/2011	23333 SOBOBA RD	RSO
4	2011005967	GONZALEZ, LEOPOLDO JIMENEZ	02/10/2011	02/10/2011	23333 SOBOBA RD	RSO
5	2011006267	MARTINEZ, JOSE SOTO	02/12/2011	02/12/2011	23333 SOBOBA RD	RSO
6	2011007125	SULLIVAN, BRIAN JAMES	02/18/2011	02/17/2011	23333 SOBOBA RD	RSO
7	2011007538	CAMPBELL, HARRY FRANCIS	02/20/2011	02/20/2011	23333 SOBOBA RD	RSO
8	2011010708	RAMIREZ, ALICIA T	03/13/2011	03/13/2011	23333 SOBOBA RD	RSO
9	2011012635	AMICK, JANE ABAD	03/26/2011	03/25/2011	23333 SOBOBA RD	RSO
10	2011015332	CARDENAS, ROBERT ANTHONY	04/13/2011	04/12/2011	23333 SOBOBA RD	RSO
11	2011017165	TAIT, CONNIE LEE	04/25/2011	04/25/2011	23333 SOBOBA RD	RSO
12	2011019820	BURLING, GUY LOREN	05/12/2011	05/12/2011	23333 SOBOBA RD	RSO
13	2011019821	CANNON, WESLEY DALE	05/12/2011	05/12/2011	23333 SOBOBA RD	RSO
14	2011019960	BALLARD, CATHY LYNN	05/13/2011	05/12/2011	23333 SOBOBA RD	RSO
15	2011019961	JOHNSON, MARLON BERNARD	05/13/2011	05/12/2011	23333 SOBOBA RD	RSO
16	2011019963	RAMIREZ, FABIOLA OROZCO	05/13/2011	05/12/2011	23333 SOBOBA RD	RSO
17	2011019968	STRONG, PHILLIP CRAIG	05/13/2011	05/12/2011	23333 SOBOBA RD	RSO
18	2011020658	PICKERING, CHARLES WILSON	05/17/2011	05/17/2011	23333 SOBOBA RD	RSO
19	2011026712	MACIEL, ADAN	06/26/2011	06/26/2011	23333 SOBOBA RD	RSO
20	2011026833	BRUCE, CLIFFORD SHAWN	06/27/2011	06/27/2011	23333 SOBOBA RD	RSO
21	2011027322	TRUJILLO, RICHARD	06/30/2011	06/30/2011	23333 SOBOBA RD	RSO
22	2011028845	TREAT, BRIGETTE MICHELLE	07/09/2011	07/09/2011	23333 SOBOBA RD	RSO
23	2011028913	OVERTON, STEVEN CHRISTOPHER	07/10/2011	07/10/2011	23333 SOBOBA RD	RSO
24	2011033183	TAGGER, LAWRENCE HENRY	08/08/2011	08/08/2011	23333 SOBOBA RD	RSO
25	2011035024	PIZZARUSSO, JOSEPH ALFRED	08/20/2011	08/20/2011	23333 SOBOBA RD	RSO
26	2011035025	DONAWAY, SHARON MARIE	08/20/2011	08/20/2011	23333 SOBOBA RD	RSO
27	2011035026	WHYTE, JOSEPH ROBERT	08/20/2011	08/20/2011	23333 SOBOBA RD	RSO
28	2011035546	ZACARIAS, JOSE ANTONIO	08/24/2011	08/24/2011	23333 SOBOBA RD	RSO
29	2011035921	WIECK, JACOB THOMAS	08/26/2011	08/26/2011	23333 SOBOBA RD	RSO
30	2011036286	HIDALGO, JUAN GERMAN	08/28/2011	08/28/2011	23333 SOBOBA RD	RSO
31	2011038526	AVILA, RAYMOND ROBLES	09/12/2011	09/11/2011	23333 SOBOBA RD	RSO
32	2011038527	WALLACE, RANDY PAUL	09/12/2011	09/11/2011	23333 SOBOBA RD	RSO
33	2011039802	SANCHEZ, ANA CELI	09/21/2011	09/21/2011	23333 SOBOBA RD	RSO
34	2011041406	BASQUEZ, ALOYSIUS RUDOLPH	10/01/2011	10/01/2011	23333 SOBOBA RD	RSO
35	2011043520	WEIL, JESSIE JESUS	10/16/2011	10/16/2011	23333 SOBOBA RD	RSO
36	2011044163	MIRANDA, DAMON JOSEPH	10/21/2011	10/21/2011	23333 SOBOBA RD	RSO
37	2011045708	NGO, MAIY HOANG	11/01/2011	11/01/2011	23333 SOBOBA RD	RSO
38	2011045713	LIVINGSTON, MICHAEL GENE	11/01/2011	11/01/2011	23333 SOBOBA RD	RSO
39	2011045830	FETBRANDT, RYAN CHRISTOPHER	11/01/2011	11/01/2011	23333 SOBOBA RD	RSO
40	2011047206	SMITH, MARLENE RENEE	11/12/2011	11/12/2011	23333 SOBOBA RD	RSO
41	2011049282	MONTES, FRANCISCO	11/28/2011	11/28/2011	23333 SOBOBA RD	RSO
42	2011050406	CORTES, ISMAEL GARCIA	12/06/2011	12/06/2011	23333 SOBOBA RD	RSO
43	2011051821	HANNON, PETER JAMES	12/16/2011	12/16/2011	23333 SOBOBA RD	RSO
44	2011052082	JENNINGS, BRUCE DWAYNE	12/18/2011	12/18/2011	23333 SOBOBA RD	RSO
45	2012000010	ALLEN, BRAD	01/01/2012	12/31/2011	23333 SOBOBA RD	RSO
<b>Total Arrested:</b>			<b>45</b>			



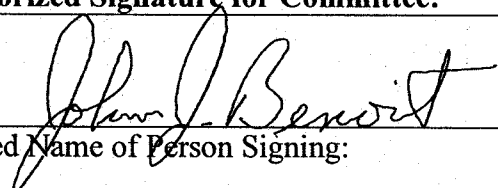
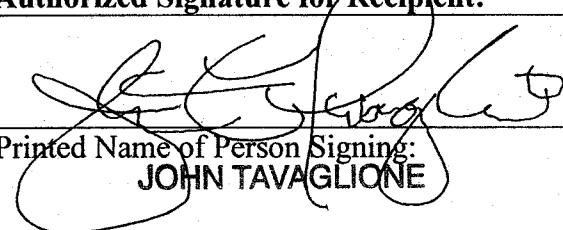
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Transportation Department (SO3-12)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$203,237.04 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”), California 2011 Assembly Bill 1417 (“AB 1417”) 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:

ATTEST:  
 KECIA HARPER-JHEM, Clerk  
 By   
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGLIONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:  12/17/12  
 KARIN L. WATTS-BAZAN DATE 1

DEC 18 2012 3.8

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 Patricia Romo  
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 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.
- 13 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.
- 14 C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.
- 15 D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

16 **3. TERM**

17 The term of this Agreement shall be from July 1, 2012, to and including June 30, 2013. Recipient shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however, the completion date for projects may be extended. 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. 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.

22 **4. TERMINATION**

- 23 1) Termination for cause:
  - 24 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.
  - 25 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  
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: October 15, 2012, January 15, 2013, April 15,  
40 2013 and July 15, 2013.

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 September 12, 2013.
- 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. Furthermore, neither Recipient nor  
14 Recipient's officers, agents, employees or subcontractors shall be entitled to any benefits payable to  
15 employees of Committee, including Worker's Compensation. Recipient agrees to indemnify and hold  
16 harmless the Committee for any cost or expense the Committee may incur as a result of any claim  
17 wherein the claimant alleges any employee / employer relationship exists between the Claimant and  
18 the 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,  
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.



1  
2 **ATTACHMENT A:**

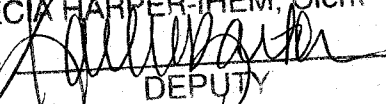
3 **SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**

4 SR-79 provides regional access to the Soboba Casino. This grant will contribute toward the  
5 widening of SR-79, from two to four lanes, from Domenigoni to Thompson. In addition, this  
6 project includes a paved and striped median separating north and south bound traffic and paved  
7 shoulders. The expansion will provide the capacity needed to meet increasing traffic demands, as  
8 well as providing a safety benefit.  
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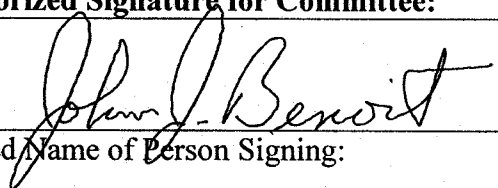
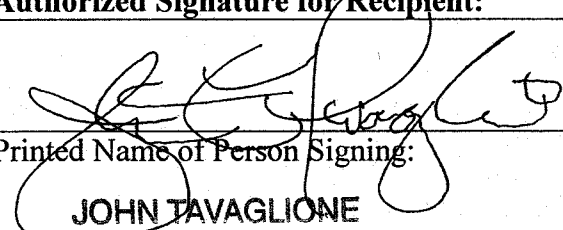
RIVERSIDE COUNTY  
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)  
 AGREEMENT  
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (SO4-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$52,120.80 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"), California 2011 Assembly Bill 1417 ("AB 1417") 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:

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: JOHN TAVAGLIONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL  
 BY:  12/17/12  
 KARIN L. WATYS-BAZAN DATE

DEC 18 2012 3.8

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 Scot Collins  
8 4095 Lemon Street, 3rd 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, 2012, to and including June 30, 2013. Recipient  
23 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2013; however,  
24 the completion date for projects may be extended. Recipient of multi-year grants shall also perform  
25 all work and requirements as stated in Paragraph 6 by June 30<sup>th</sup> of each year, however, the completion  
26 date for projects may be extended. This Agreement shall be subject to termination by Committee  
27 immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee  
28 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.