

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.

13. INDEMNIFICATION

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

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

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

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

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

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2 **14. INSURANCE**

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

5 A. Workers' Compensation:

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

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,
12 contractual liability, products and completed operations liability, personal and advertising injury, cross
13 liability coverage and employment practices liability, covering claims which may arise from or out of
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional
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
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

This project contains two components.

The first component would place a deputy sheriff in a position to provide liaison and enforcement services to the casino and its security staff. This deputy sheriff will be responsible for providing casino security staff with training and guidance on crime related matters, ensure that vital information is transmitted and received between the Hemet Sheriff's Station and casino security staff, and be available to provide law enforcement services to the casino, and adjoining unincorporated areas. Additionally, this deputy sheriff will provide assistance to the casino with special event planning, with specific emphasis on each event's impact on local law enforcement services. This deputy sheriff will act as a conduit among the many stakeholders, including the casino security staff, Soboba Tribal Council, Hemet Sheriff's Station command staff, the Riverside County District Attorney's Office, the Riverside County Probation Department, and other criminal justice system components. This deputy sheriff will be responsible to these assignments and be known as the Casino Liaison Deputy.

The second component would place a deputy sheriff or deputy sheriffs, on an extra patrol basis, in the immediate area surrounding the casino to be readily available to respond to calls and or emergencies at the casino during peak times, such as weekend evenings. Also, a law enforcement presence in the surrounding area of the casino will be a deterrent toward criminal activity. This component calls for an average of ten extra patrol hours per week throughout the year.

Local Government Mitigation Funding
 Riverside County Sheriff's Department
 Hemet Station
 Soboba Band of Luiseno Indians
 Grant Application 2012


All Services are proposed for operation from July 1, 2012 through June 30, 2013

<u>Category</u>	<u>Budget</u>
1)	
	1780 Service Hours
Proposed Tribal rate	\$112.86 per hr.
Personnel Cost for one deputy	\$200,890.80
Black & White Vehicle cost per mile =	\$0.85
Monthly Vehicle Mileage for one car: 500 X 12 month	6000
Mileage cost =	\$5,100.00
Total cost for project 1	\$205,990.80
2)	
Proposed Extra patrol	520 Service Hours
	\$112.86 per hr.
Personnel Cost for patrol	
Personnel cost for 10 hours per week X 52 weeks	\$58,687.20
Black & White Vehicle cost per mile =	\$0.85
Monthly Vehicle Mileage for one car: 400	4800
Mileage cost =	\$4,080.00
Total cost for project 2	\$62,767.20
Total cost for projects	\$268,758.00

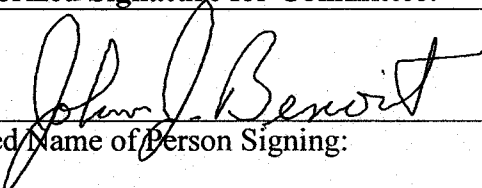
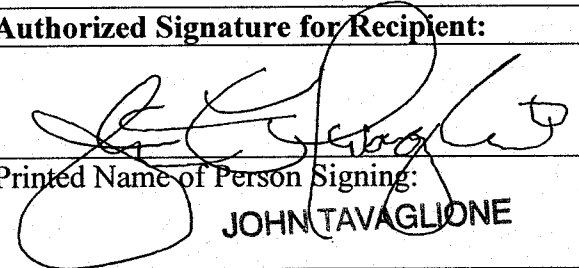
RIVERSIDE COUNTY
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
 AGREEMENT
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (SO4-12, 20% Non-Nexus)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$130,851.25 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: 
 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, 4th
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 30th 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**

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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
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26 prohibited from receiving Special Distribution Fund.

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28 immediately and any funds not yet spent shall revert to the Indian Gaming Special
Distribution Fund.

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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
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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.

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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
17 be no less than two (2) times the occurrence limit.

18 C. **Vehicle Liability:**

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

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

25 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the
26 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
27 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk
28 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

This project contains two components.

The first component would place a deputy sheriff in a position to provide liaison and enforcement services to the casino and its security staff. This deputy sheriff will be responsible for providing casino security staff with training and guidance on crime related matters, ensure that vital information is transmitted and received between the Hemet Sheriff's Station and casino security staff, and be available to provide law enforcement services to the casino, and adjoining unincorporated areas. Additionally, this deputy sheriff will provide assistance to the casino with special event planning, with specific emphasis on each event's impact on local law enforcement services. This deputy sheriff will act as a conduit among the many stakeholders, including the casino security staff, Soboba Tribal Council, Hemet Sheriff's Station command staff, the Riverside County District Attorney's Office, the Riverside County Probation Department, and other criminal justice system components. This deputy sheriff will be responsible to these assignments and be known as the Casino Liaison Deputy.

The second component would place a deputy sheriff or deputy sheriffs, on an extra patrol basis, in the immediate area surrounding the casino to be readily available to respond to calls and or emergencies at the casino during peak times, such as weekend evenings. Also, a law enforcement presence in the surrounding area of the casino will be a deterrent toward criminal activity. This component calls for an average of ten extra patrol hours per week throughout the year.

Local Government Mitigation Funding
 Riverside County Sheriff's Department
 Hemet Station
 Soboba Band of Luiseno Indians
 Grant Application 2012


All Services are proposed for operation from July 1, 2012 through June 30, 2013

<u>Category</u>	<u>Budget</u>
1)	
1780 Service Hours	
Proposed Tribal rate	\$112.86 per hr.
 Personnel Cost for one deputy	 \$200,890.80
Black & White Vehicle cost per mile =	\$0.85
Monthly Vehicle Mileage for one car: 500 X 12 month	6000
Mileage cost =	\$5,100.00
Total cost for project 1	\$205,990.80
 2)	
520 Service Hours	
Proposed Extra patrol	\$112.86 per hr.
 Personnel Cost for patrol	
Personnel cost for 10 hours per week X 52 weeks	\$58,687.20
Black & White Vehicle cost per mile =	\$0.85
Monthly Vehicle Mileage for one car: 400	4800
Mileage cost =	\$4,080.00
Total cost for project 2	\$62,767.20
 Total cost for projects	 \$268,758.00

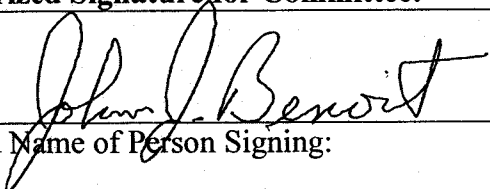
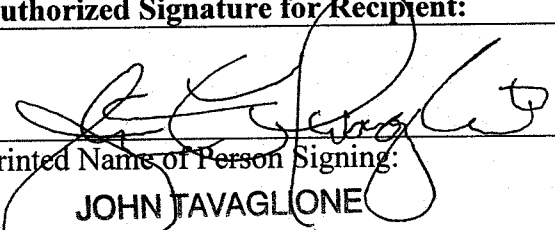
RIVERSIDE COUNTY
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
 AGREEMENT
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County District Attorney (SO5-12)

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-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. WATTS-BAZAN DATE

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1. NOTICES

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

Committee:

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

Recipient:

Riverside County District Attorney
Eric Woolery
3960 Orange Street
Riverside, CA 92501

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

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2. SOURCE AND SCOPE OF FUNDING

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

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3. TERM

The term of this Agreement shall be from July 1, 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 30th 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.

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4. TERMINATION

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

1 **5. DEFINITIONS**

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

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

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

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

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

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

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

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

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

29 **7. REIMBURSEMENT OF FUNDS**

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

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

36 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A
37 template for the quarterly financial report will be provided to recipient. A quarterly financial
38 report shall be submitted to the Committee on: 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.

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2 **14. INSURANCE**

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

5 A. Workers' Compensation:

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

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,
12 contractual liability, products and completed operations liability, personal and advertising injury, cross
13 liability coverage and employment practices liability, covering claims which may arise from or out of
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional
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
17 be no less than two (2) times the occurrence limit.

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

24 D. General Insurance Provisions - All lines:

25 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the
26 State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
27 requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk
28 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.

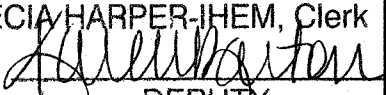
28 Our **Paralegal** assists in the areas of legal research, in addition to performing
organizational and administrative tasks, such maintaining a database of cases filed by our Tribal
Gaming Prosecution Unit.

 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.

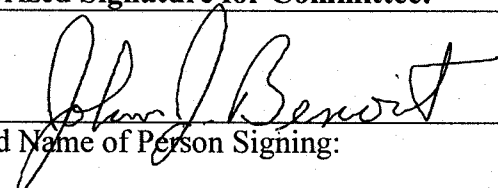
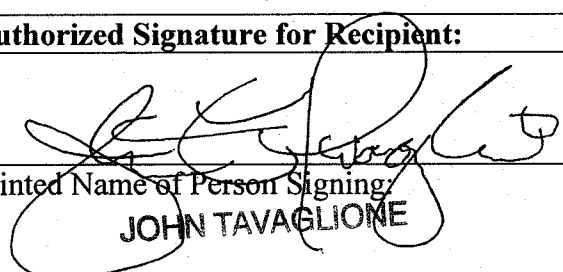
RIVERSIDE COUNTY
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
 AGREEMENT
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (TW05-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$86,280.44** as sponsored by **Twenty-Nine Palms Band 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:  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, 4th
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 30th 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.

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5. DEFINITIONS

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

6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT

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

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

- (1) Recipient shall not use any part of this grant money for any purpose that would support or fund, directly or indirectly, any effort related to opposition or challenge to Indian gaming in the state, and, to the extent any awarded grant is utilized for any prohibited purpose by any local government, upon notice given to the county by any tribe from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that prohibited use, the grant shall terminate immediately and any moneys not yet used shall again be made available for qualified nexus grants.
- (2) Recipient shall provide notice to the public, either through a slogan, signage, or other mechanism, which states that the local government project received funding from the Indian Gaming Special Distribution Fund and which further identifies the particular Individual Tribal Casino Account from which the grant is derived. For Recipients of the 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County paying tribes shall be credited on such public notice, in addition to the Tribe to which application was made.
- (3) Recipient shall deposit all funds received in an interest bearing account and use the interest from those funds for the mitigation project described in Attachment A.
- (4) City/County school districts and community college districts are specifically prohibited from receiving Special Distribution Fund.
- (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate immediately and any funds not yet spent shall revert to the Indian Gaming Special Distribution Fund.

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7. REIMBURSEMENT OF FUNDS

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

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8. FISCAL AUDIT, REPORT AND RECORDS

- A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A template for the quarterly financial report will be provided to recipient. A quarterly financial 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.

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2 **14. INSURANCE**

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

5 A. **Workers' Compensation:**

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

10 B. **Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to, premises liability,
12 contractual liability, products and completed operations liability, personal and advertising injury, cross
13 liability coverage and employment practices liability, covering claims which may arise from or out of
14 Recipient's performance of its obligations hereunder. Policy shall name the Committee as an Additional
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
17 be no less than two (2) times the occurrence limit.

18 C. **Vehicle Liability:**

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

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

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

1) 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

Spotlight 29 Casino has had a significant impact on availability of law enforcement resources in the area served by the Thermal Sheriff's Station. This grant will address this impact by funding Deputy Sheriff's time in the area surrounding Spotlight 29 Casino.

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

RECIPIENT: Riverside County Sheriff's Department (AU03-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$7,101.27 as sponsored by Cabazon Band of Mission Indians, Soboba Band of Luiseno Indians and Twenty-Nine Palms Band 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-HEM, Clerk
 By *[Signature]*
 DEPUTY

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

Authorized Signature for Committee:	Authorized Signature for Recipient:
<i>[Signature: John J. Benoit]</i>	<i>[Signature: John Tavaglione]</i>
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: *[Signature: Karin L. Watts-Bazan]* 12/17/12
 KARIN L. WATTS-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, 4th
9 Riverside, California 92501

5 **Recipient:**

6 Riverside County Sheriff's Department
7 Raymond Gregory
8 4080 Lemon Street, 5th 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 30th 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,
the following insurance coverage during the term of this Agreement.

5 A. Workers' Compensation:

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

10 B. Commercial General Liability:

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

18 C. Vehicle Liability:

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

24 D. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

21 **15. ASSIGNMENT**

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

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

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

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

3 **17. WAIVER AND SEVERABILITY**

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

9 **18. OFFICIAL DOCUMENTS**

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

13 **19. ENTIRE AGREEMENT**

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

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

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

22 **21. COMPLIANCE WITH LAW**

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

28 **22. CONFLICTS IN INTERPRETATION**

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

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ATTACHMENT A:

SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

The Sheriff's Department Corrections Division is seeking reimbursement for receiving and processing arrestees from the Augustine Casino during calendar year 2011. The current board approved Criminal Justice Administration Fee is \$450.34. Augustine Casino had thirty-three bookings totaling a reimbursable cost of \$14,861. 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

DIRECT COSTS:	TOTAL	PER/BKNG
DIRECT PERSONNEL	19,569,415.22	353.84
SERVICES & SUPPLIES	1,214,025.14	21.95
MEDICAL ASSESSMENT	637,125.12	11.52
TOTAL DIRECT COSTS	\$ 21,420,565.48	\$ 387.31
INDIRECT COSTS:		
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
TOTAL INDIRECT COSTS	\$ 3,486,022.82	\$ 63.03
TOTAL DIRECT & INDIRECT COSTS	\$ 24,906,588.30	\$ 450.34

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
Augustine Casino Arrests List
January 1, 2011 thru December 31, 2011**

Exhibit B

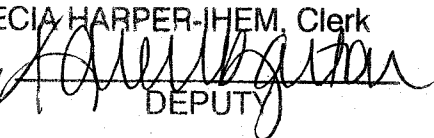
	Book No	Name	Ar. Date	Ar. Loc	Stg
1	2011001250	RAMIREZ,RAYMOND MORIN	01/09/2011	84001 AVENUE 54	RSO
2	2011001253	PEREZ,CHRISTOPHER DAVID	01/09/2011	84001 AVENUE 54	RSO
3	2011002528	CHAPA,AMANDA	01/18/2011	84001 AVENUE 54	RSO
4	2011006644	HERNANDEZ,JIMMY DONEZ	02/14/2011	84001 AVENUE 54	RSO
5	2011008367	GRANO,VANESSA	02/26/2011	84001 AVENUE 54	RSO
6	2011009950	ALVAREZ,JOE PINEDO	03/08/2011	84001 AVENUE 54	RSO
7	2011010097	GOMEZ,VICTOR ANTHONY	03/09/2011	84001 AVENUE 54	RSO
8	2011016138	MENDEZ,ALEJANDRO	04/17/2011	84001 AVENUE 54	RSO
9	2011018209	VIDANA,ROGELIO	05/01/2011	84001 AVENUE 54	RSO
10	2011018487	BROWN,JAMES FRANCIS	05/03/2011	84001 AVENUE 54	RSO
11	2011018662	BROWN,SHERRION LOURETTA	05/04/2011	84001 AVENUE 54	RSO
12	2011021367	DOYLE,RHONDA	05/22/2011	84001 AVENUE 54	RSO
13	2011022444	CORONA,ROBERT DION	05/29/2011	84091 AVENUE 54	RSO
14	2011022936	AGUILAR,REBECCA KRISTINA	06/02/2011	84001 AVENUE 54	RSO
15	2011023593	HERNANDEZ,BRENDA CANTU	06/06/2011	84001 AVENUE 54	RSO
16	2011024526	CORTEZ GUZMAN,JUAN	06/12/2011	AVENUE 54/ SLATE DR	RSO
17	2011025235	VASQUEZ,BERNARDO	06/16/2011	84001 AVENUE 54	RSO
18	2011030283	KORTEKAAS,DANA JEANNE	07/19/2011	84001 AVENUE 54	RSO
19	2011031138	ARRIETA,MARCELO	07/25/2011	84001 AVENUE 54	RSO
20	2011032094	MONREAL,CARLOS FLORES	07/31/2011	AVENUE 54/ HARRISON ST	RSO
21	2011032521	KORTEKAAS,RENEE DEANNA	08/03/2011	84001 AVENUE 54	RSO
22	2011033750	BLAS,SYLVIA AMELIA	08/12/2011	84001 AVENUE 54	RSO
23	2011036350	CASTRO,RAUL SOLIS	08/28/2011	84001 AVENUE 54	RSO
24	2011038618	VAZQUEZ,ADAM	09/12/2011	84001 AVENUE 54	RSO
25	2011038759	WARD,MELODY JOY	09/13/2011	84001 AVENUE 54	RSO
26	2011042760	GARCIA,RICARDO OBID	10/12/2011	84001 AVENUE 54	RSO
27	2011043807	REYES,JOSE	10/18/2011	84001 AVENUE 54	RSO
28	2011045768	QUINTANA,ADELA ANA	11/01/2011	84001 AVENUE 54	RSO
29	2011049745	MORIN,PEDRO ESCOBEDO	12/01/2011	84001 AVENUE 54	RSO
30	2011053047	ODELL,GARY PAUL	12/25/2011	84001 AVENUE 54	RSO
31	2011053400	LEON,RUPERTO VALDEZ	12/28/2011	84001 AVENUE 54	RSO
32	2011053420	PENALBER,MICHAEL ANTHONY	12/28/2011	84001 AVENUE 54	RSO
33	2011053431	TORRES,MICHELLE BRAMBILA	12/28/2011	84001 AVENUE 54	RSO
		Total Arrested:	33		

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


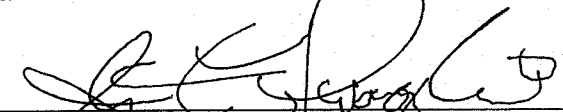
RECIPIENT: Riverside County District Attorney (AU12-12)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$111,362.76 as sponsored by **Cabazon Band of Mission Indians, Soboba Band of Luiseno Indians and Twenty-Nine Palms Band 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

APPROVED COUNTY COUNSEL
 BY  DATE 12/17/12
 KARM WATTS-BAZAN

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, 4th
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.

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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 30th 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.

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.

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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.

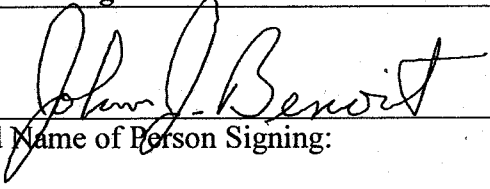
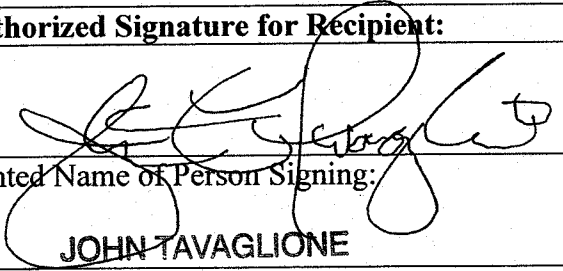
RIVERSIDE COUNTY
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
 AGREEMENT
 GRANT OF FUNDS – Fiscal Year 2012/2013

RECIPIENT: Riverside County Sheriff's Department (AU13-12)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed \$7,101.28 as sponsored by Cabazon Band of Mission Indians, Soboba Band of Luiseno Indians and Twenty-Nine Palms Band 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:  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, 4th
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 30th 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.

13. INDEMNIFICATION

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

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

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

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

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

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2 **14. INSURANCE**

3 Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee
4 harmless, Recipient shall procure and maintain or cause to be maintained, at its sole cost and expense,
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

Augustine Casino has had a significant impact on availability of law enforcement resources in the area served by the Thermal Sheriff's Station. This grant will address this impact by funding Deputy Sheriff's time in the area surrounding Augustine Casino.