


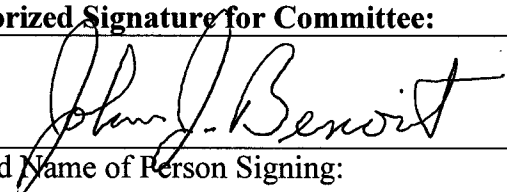
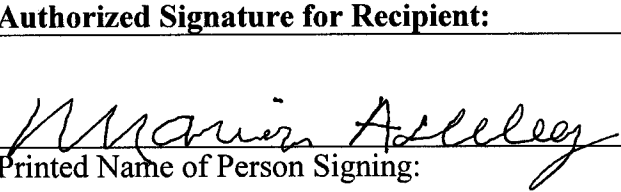
RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

RECIPIENT: Riverside County Sheriff's Department (TW06-14, 60%-Nexus)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$67,356.42** as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856"), 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	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date:	Date:
MAR 10 2015	MAR 10 2015

FORM APPROVED COUNTY COUNSEL
BY:  3/9/15
KARIN L. WATTS-BAZAN DATE
MAR 10 2015

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

10 **Recipient:**

11 Riverside County Sheriff's Department
12 Lt. Matthew Martello
13 4095 Lemon Street, 3rd Floor
14 Riverside, CA 92501

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

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

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

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2014, to and including June 30, 2015. Recipient
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2015; 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.

1 **4. TERMINATION**

2 1) Termination for cause:

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

1 **5. DEFINITIONS**

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

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

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

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

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

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

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

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

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

1 **7. REIMBURSEMENT OF FUNDS**

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

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

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A
9 template for the quarterly financial report will be provided to recipient. A quarterly financial
10 report shall be submitted to the Committee on: October 15, 2014, January 15, 2015, April 15,
11 2015 and July 15, 2015.

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

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

- C. Every Recipient of funds shall provide the Committee an annual report of services performed through the use of the grant funds. This report shall contain all information required to enable the Committee to perform its duties.
- D. The financial audit and report of services performed shall be submitted to the Committee Chairperson, or designee, on or before September 15, 2015.
- D. The Committee reserves the right to conduct its own audit pertaining to the use of grant moneys by the Recipient.
- E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully cooperate with this audit and shall provide all requested information and/or documentation.
- F. Recipient shall retain such reports and all records associated with this Agreement for at least five (5) years following the close of the fiscal year for which this Agreement is in effect or until any County, State or Federal audit(s) is/are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by recession or otherwise. Recipient agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.
- G. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.

9. PUBLIC DISCLOSURE OF DOCUMENTS

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

10. GOVERNING LAW AND VENUE

- A. This Agreement and its construction and interpretation as to validity, performance and breach 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.

11. SUBCONTRACTOR FOR WORK OR SERVICES

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

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

- B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by Recipient, for any new Agreement term, illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

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

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

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

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

14. INSURANCE

Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee 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.

A. Workers' Compensation:

If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of 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.

B. Commercial General Liability:

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

C. Vehicle Liability:

If Recipient's vehicles or mobile equipment are used in the performance of the obligations under 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.

D. General Insurance Provisions - All lines:

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

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

17. WAIVER AND SEVERABILITY

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held 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.

18. OFFICIAL DOCUMENTS

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

19. ENTIRE AGREEMENT

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

20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

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

21. COMPLIANCE WITH LAW

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

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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2 **ATTACHMENT A:**

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

4 These grant funds will be used for Deputy Sheriff patrols, including mileage,
5 in the area surrounding Spotlight 29 Casino. Approved hourly or overtime rates will be used
6 and mileage reimbursement of \$0.84 per mile.
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RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

RECIPIENT: Riverside County District Attorney (TW07-14, 60%-Nexus)

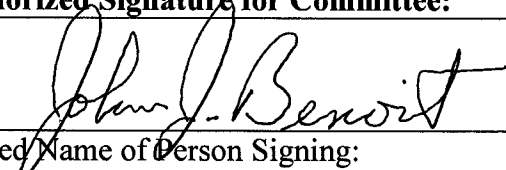
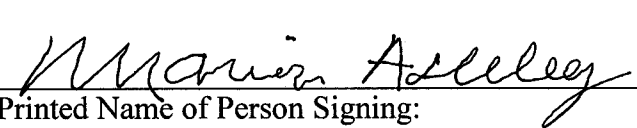
The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$25,916.39** as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856"), 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	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date:	Date:
MAR 10 2015	MAR 10 2015

FORM APPROVED COUNTY COUNSEL

BY  3/9/15
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

10 **Recipient:**

11 Riverside County District Attorney
12 Mike Hestrin
13 3960 Orange Street
14 Riverside, CA 92501

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

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

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

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immediately upon notice to the Recipient. Funds shall not be automatically renewed by Committee
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2 1) Termination for cause:

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4 performance of this Agreement or material breach of any of its provisions, Committee
5 may, at the Committee's sole discretion, terminate this Agreement by written notice,
6 which shall be effective upon receipt by Recipient.
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8 funds are available for payments. Termination shall be effective immediately upon
9 written notification of a decrease or elimination of funds.

1 **5. DEFINITIONS**

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

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5 **A. Incorporation by Reference of the Application Submission of Recipient.** The
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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.
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17 other mechanism, which states that the local government project received funding from the
18 Indian Gaming Special Distribution Fund and which further identifies the particular
19 Individual Tribal Casino Account from which the grant is derived. For Recipients of the
20 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County
21 paying tribes shall be credited on such public notice, in addition to the Tribe to which
22 application was made.
- 23 (3) Recipient shall deposit all funds received in an interest bearing account and use the
24 interest from those funds for the mitigation project described in Attachment A.
- 25 (4) City/County school districts and community college districts are specifically
26 prohibited from receiving Special Distribution Fund.
- 27 (5) Should Recipient use a grant for any unrelated purpose, the grant shall terminate
28 immediately and any funds not yet spent shall revert to the Indian Gaming Special
Distribution Fund.

1 **7. REIMBURSEMENT OF FUNDS**

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

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

- 8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A
9 template for the quarterly financial report will be provided to recipient. A quarterly financial
10 report shall be submitted to the Committee on: October 15, 2014, January 15, 2015, April 15,
11 2015 and July 15, 2015.
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13 covering the fiscal year in which funds are received or services provided, pursuant to this

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

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- D. The financial audit and report of services performed shall be submitted to the Committee Chairperson, or designee, on or before September 15, 2015.
- D. The Committee reserves the right to conduct its own audit pertaining to the use of grant moneys by the Recipient.
- E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully cooperate with this audit and shall provide all requested information and/or documentation.
- F. Recipient shall retain such reports and all records associated with this Agreement for at least five (5) years following the close of the fiscal year for which this Agreement is in effect or until any County, State or Federal audit(s) is/are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by recession or otherwise. Recipient agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.
- G. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.

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- A. This Agreement and its construction and interpretation as to validity, performance and breach 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.
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11. SUBCONTRACTOR FOR WORK OR SERVICES

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

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

- B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by Recipient, for any new Agreement term, illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

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

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

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

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

14. INSURANCE

Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee 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.

A. Workers' Compensation:

If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of 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.

B. Commercial General Liability:

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

C. Vehicle Liability:

If Recipient's vehicles or mobile equipment are used in the performance of the obligations under 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.

D. General Insurance Provisions - All lines:

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

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

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

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

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

6) The insurance requirements contained in this Agreement may be met with a program(s) of 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.

15. ASSIGNMENT

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

16. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may 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

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

17. WAIVER AND SEVERABILITY

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held 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.

18. OFFICIAL DOCUMENTS

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

19. ENTIRE AGREEMENT

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

20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

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

21. COMPLIANCE WITH LAW

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

22. CONFLICTS IN INTERPRETATION

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

1
2 **ATTACHMENT A:**


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

4 These grant funds will contribute toward the District Attorney's Tribal Prosecution Unit,
5 which prosecutes crimes related to tribal casinos/gaming.
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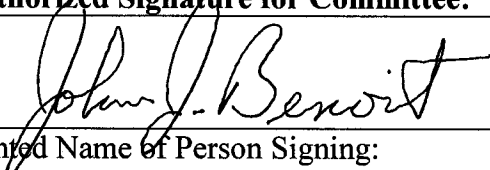
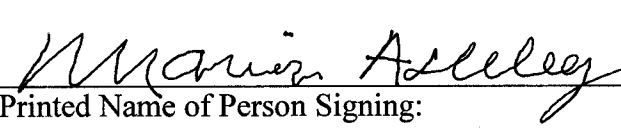
RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

RECIPIENT: Riverside County District Attorney (TW09-14, 20% Non-Nexus)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$34,545.48** as sponsored by **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856"), 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	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date: MAR 10 2015	Date: MAR 10 2015

FORM APPROVED COUNTY COUNSEL
BY:  3/9/15
KARIN L. WATTS-BAZAN DATE

MAR 10 2015

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

10 **Recipient:**

11 Riverside County District Attorney
12 Mike Hestrin
13 3960 Orange Street
14 Riverside, CA 92501

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

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

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

26 **3. TERM**

27 The term of this Agreement shall be from July 1, 2014, to and including June 30, 2015. Recipient
28 shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2015; 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.

1 **4. TERMINATION**

2 1) Termination for cause:

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

1 **5. DEFINITIONS**

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

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

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

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

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

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, 2014, January 15, 2015, April 15,
 2015 and July 15, 2015.
 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

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

- C. Every Recipient of funds shall provide the Committee an annual report of services performed through the use of the grant funds. This report shall contain all information required to enable the Committee to perform its duties.
- D. The financial audit and report of services performed shall be submitted to the Committee Chairperson, or designee, on or before September 15, 2015.
- D. The Committee reserves the right to conduct its own audit pertaining to the use of grant moneys by the Recipient.
- E. Every three years the State Auditor shall conduct an audit regarding the allocation and use of Indian Gaming Special Distribution Fund moneys by the Recipient. Recipient shall fully cooperate with this audit and shall provide all requested information and/or documentation.
- F. Recipient shall retain such reports and all records associated with this Agreement for at least five (5) years following the close of the fiscal year for which this Agreement is in effect or until any County, State or Federal audit(s) is/are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by recession or otherwise. Recipient agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.
- G. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.

9. PUBLIC DISCLOSURE OF DOCUMENTS

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

10. GOVERNING LAW AND VENUE

- A. This Agreement and its construction and interpretation as to validity, performance and breach 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.

11. SUBCONTRACTOR FOR WORK OR SERVICES

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

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

- B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by Recipient, for any new Agreement term, illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

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

13. INDEMNIFICATION

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

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

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

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

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

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If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of 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.

B. Commercial General Liability:

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

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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.

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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
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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
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26 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated
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28 authorize any alteration or revision to this Agreement on behalf of the Committee. The parties
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RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

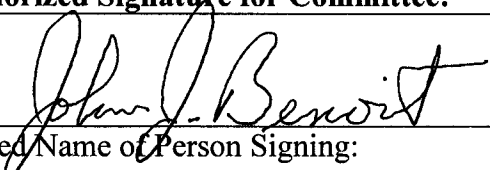
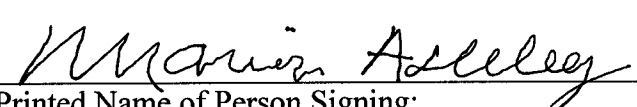
RECIPIENT: Riverside County Sheriff's Department (AU01-14)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$166,603.00** as sponsored by **Cabazon Band of Mission Indians, Soboba Band of Luiseno Indians, Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856"), 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	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date:	Date:
MAR 10 2015	MAR 10 2015

FORM APPROVED COUNTY COUNSEL
BY  3/9/15
KARIN L. WATTS-BAZAN DATE

MAR 10 2015

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 Sheriff's Department
Lt. Matthew Martello
4095 Lemon Street, 3rd Floor
Riverside, CA 92501

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

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.

3. TERM

The term of this Agreement shall be from July 1, 2014, to and including June 30, 2015. Recipient shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2015; 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.

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.

1 **7. REIMBURSEMENT OF FUNDS**

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

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

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A
9 template for the quarterly financial report will be provided to recipient. A quarterly financial
10 report shall be submitted to the Committee on: October 15, 2014, January 15, 2015, April 15,
11 2015 and July 15, 2015.

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

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

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed
4 through the use of the grant funds. This report shall contain all information required to enable
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee
7 Chairperson, or designee, on or before September 15, 2015.
- 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

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

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

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

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

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

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

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

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

1
2 **14. INSURANCE**

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

5 A. Workers' Compensation:

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

10 B. Commercial General Liability:

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

16 C. Vehicle Liability:

17 If Recipient's vehicles or mobile equipment are used in the performance of the obligations under
this Agreement, then Recipient shall maintain liability insurance for all owned, non-owned or hired
18 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
19 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
requirements are waived, in writing, by Riverside County Risk Manager. If the County's Risk
23 Manager waives a requirement for a particular insurer such waiver is only valid for that specific
insurer and only for one policy term.

24 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured
25 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
26 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
27 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
28

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

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

17. WAIVER AND SEVERABILITY

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held 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.

18. OFFICIAL DOCUMENTS

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

19. ENTIRE AGREEMENT

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

20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

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

21. COMPLIANCE WITH LAW

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

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.

ATTACHMENT A:

SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

These grant funds will be used for Deputy Sheriff patrols, including mileage, in the area surrounding Augustine Casino. Approved hourly or overtime rates will be used and mileage reimbursement of \$0.84 per mile.

RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

RECIPIENT: Riverside County Sheriff's Department (AU02-14)

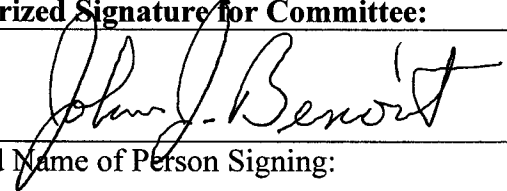
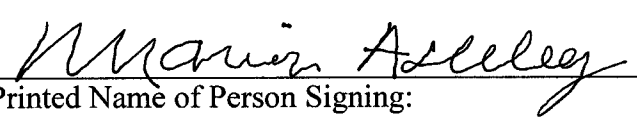
The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$24,396.00** as sponsored by **Cabazon Band of Mission Indians** and **Soboba Band of Luiseno Indians** and certified by the Riverside County Indian Gaming Local Community Benefit 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:	Printed Name of Person Signing:
John J. Benoit	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date:	Date:
MAR 10 2015	MAR 10 2015

FORM APPROVED COUNTY COUNSEL

BY  3/9/15
KARIN L. WATTS-BAZAN DATE

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33 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of
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- F. Recipient shall retain such reports and all records associated with this Agreement for at least five (5) years following the close of the fiscal year for which this Agreement is in effect or until any County, State or Federal audit(s) is/are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by recession or otherwise. Recipient agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.
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- A. Committee does not recognize subcontractors under this Agreement. Committee holds Recipient solely responsible for the performance of all duties and obligations under this Agreement. Recipient agrees and understands that Committee does not enter into, or assume any legal relationship with any subcontractor of Recipient for performance under this Agreement. Recipient agrees to remedy any and all breaches of any agreements with any

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

- B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by Recipient, for any new Agreement term, illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

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

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

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

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

14. INSURANCE

Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee 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.

A. Workers' Compensation:

If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of 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.

B. Commercial General Liability:

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

C. Vehicle Liability:

If Recipient's vehicles or mobile equipment are used in the performance of the obligations under 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.

D. General Insurance Provisions - All lines:

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

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

17. WAIVER AND SEVERABILITY

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held 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.

18. OFFICIAL DOCUMENTS

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

19. ENTIRE AGREEMENT

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

20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

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

21. COMPLIANCE WITH LAW

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

22. CONFLICTS IN INTERPRETATION

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

1
2 **ATTACHMENT A:**

3 **SCOPE OF WORK/PERFORMANCE TARGET OUTLINE**
4

5 Cost Recovery Description

6 The Sheriff's Corrections Division is seeking reimbursement for receiving and processing
7 arrestees with a non-nexus to the Augustine Casino during this grant claim period. Our request
8 is based on Augustine Casino's 57 bookings during calendar year 2013. When applied to the
9 current Criminal Justice Administration Fee of \$428, we arrive at a reimbursable cost of \$24,396
10 dollars. Enclosed is exhibit "A" detailing costs associated with receiving and processing
11 arrestees into County Jails, pursuant to GC 29550. Also attached is exhibit B listing the related
12 booking numbers and arresting dates. Our claims will be based on FY 14-15 arrest data and the
13 most recent Criminal Justice Administration Fee, not to exceed a total cost of \$24,396.
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COUNTY OF RIVERSIDE
CRIMINAL JUSTICE ADMINISTRATION FEE
FOR FISCAL YEAR 13/14
RECEIVING AND PROCESSING COSTS

Exhibit A

	BOOKING COST FEE	
	TOTAL	PER/BKNG
DIRECT COSTS:		
DIRECT BOOKING PERSONNEL	18,127,770.19	316.32
SERVICES & SUPPLIES	1,791,862.93	31.27
TOTAL DIRECT COSTS	<u>\$ 19,919,633.12</u>	<u>\$ 347.59</u>
INDIRECT COSTS:		
INDIRECT BOOKING PERSONNEL	1,540,981.85	26.89
SHERIFF'S DEPARTMENT OVERHEAD	3,095,146.93	54.00
TOTAL INDIRECT COSTS	<u>\$ 4,636,128.78</u>	<u>\$ 80.89</u>
TOTAL DIRECT & INDIRECT COSTS	<u><u>\$ 24,555,761.90</u></u>	<u><u>\$ 428.48</u></u>
TOTAL BOOKINGS FOR FY 2012/13	57,308	
AVERAGE COST PER BOOKING FOR FY 13/14	\$428.48	

Prepared by the Riverside County Sheriff's Department

Riverside County Sheriff's Department
Data Warehouse Report
Augustine Casino Arrests List
January 1, 2013 thru December 31, 2013

Exhibit B


	Booking	Bk Date	Ar Date	Ar Loc	Src
1	2013000121	01/01/2013	01/01/2013	84001 AVENUE 54	RSO
2	2013003379	01/23/2013	01/22/2013	84001 AVE 54	RSO
3	2013004139	01/27/2013	01/27/2013	84001 AVE 54	RSO
4	2013006001	02/08/2013	02/08/2013	84001 AVENUE 54	RSO
5	2013007482	02/18/2013	02/18/2013	84001 AVENUE 54	RSO
6	2013012012	03/18/2013	03/18/2013	84001 AVE 54	RSO
7	2013014118	03/31/2013	03/31/2013	84001 AVENUE 54	RSO
8	2013014391	04/02/2013	04/02/2013	84001 AVENUE 54	RSO
9	2013015304	04/07/2013	04/07/2013	84001 AVENUE 54	RSO
10	2013015320	04/07/2013	04/07/2013	84001 AVENUE 54	RSO
11	2013016452	04/14/2013	04/14/2013	84001 AVENUE 54	RSO
12	2013017961	04/24/2013	04/24/2013	84001 AVENUE 54	RSO
13	2013018795	04/29/2013	04/29/2013	84001 AVE 54	RSO
14	2013019201	05/01/2013	05/01/2013	84001 AVE 54	RSO
15	2013021950	05/18/2013	05/17/2013	84001 AVENUE 54	RSO
16	2013022912	05/24/2013	05/23/2013	84001 AVENUE 54	RSO
17	2013024525	06/02/2013	06/02/2013	84001 AVENUE 54	RSO
18	2013026062	06/12/2013	06/11/2013	84001 AVENUE 54	RSO
19	2013026501	06/14/2013	06/14/2013	84001 AVENUE 54	RSO
20	2013031313	07/14/2013	07/14/2013	84001 AVENUE 54	RSO
21	2013033788	07/29/2013	07/29/2013	84001 AVENUE 54	RSO
22	2013035517	08/08/2013	08/08/2013	84001 AVENUE 54	RSO
23	2013037485	08/19/2013	08/19/2013	84001 AVENUE 54	RSO
24	2013037561	08/20/2013	08/19/2013	84001 AVENUE 54	RSO
25	2013039937	09/02/2013	09/02/2013	84001 AVENUE 54	RSO
26	2013042499	09/17/2013	09/17/2013	84001 AVENUE 54	RSO
27	2013043697	09/24/2013	09/24/2013	84001 AVENUE 54	RSO
28	2013044267	09/27/2013	09/27/2013	84001 AVE 54	RSO
29	2013044774	10/01/2013	10/01/2013	84001 AVE 54	RSO
30	2013045276	10/04/2013	10/04/2013	84001 AVE 54	RSO
31	2013046526	10/11/2013	10/11/2013	84001 AVE 54	RSO
32	2013046543	10/12/2013	10/11/2013	84001 AVE 54	RSO
33	2013046677	10/12/2013	10/12/2013	84001 AVE 54	RSO
34	2013047605	10/18/2013	10/18/2013	84001 AVE 54	RSO
35	2013047633	10/18/2013	10/18/2013	84001 AVE 54	RSO
36	2013047820	10/19/2013	10/19/2013	84001 AVE 54	RSO
37	2013047946	10/20/2013	10/20/2013	84001 AVE 54	RSO
38	2013048003	10/20/2013	10/20/2013	84001 AVE 54	RSO
39	2013049539	10/30/2013	10/30/2013	84001 AVE 54	RSO
40	2013049941	11/02/2013	11/02/2013	84001 AVE 54	RSO
41	2013050681	11/06/2013	11/06/2013	84001 AVE 54	RSO
42	2013051533	11/12/2013	11/12/2013	84001 AVE 54	RSO
43	2013051531	11/12/2013	11/12/2013	84001 AVE 54	RSO
44	2013051702	11/13/2013	11/13/2013	84001 AVE 54	RSO

45	2013052113	11/16/2013	11/16/2013	84001 AVE 54	RSO
46	2013052531	11/19/2013	11/18/2013	84001 AVE 54	RSO
47	2013052910	11/20/2013	11/20/2013	84001 AVE 54	RSO
48	2013052917	11/20/2013	11/20/2013	84001 AVE 54	RSO
49	2013054789	12/03/2013	12/03/2013	84001 AVE 54	RSO
50	2013054804	12/03/2013	12/03/2013	84001 AVE 54	RSO
51	2013056276	12/13/2013	12/13/2013	84001 AVE 54	RSO
52	2013058168	12/25/2013	12/25/2013	84001 AVE 54	RSO
53	2013058482	12/27/2013	12/27/2013	84001 AVENUE 54	RSO
54	2013058849	12/30/2013	12/30/2013	84001 AVE 54	RSO
55	2013058951	12/31/2013	12/31/2013	84001 AVE 54	RSO
56	2013040501	08/24/2013	08/24/2013	84001 AVENUE 54	RSO
57	2013011227	03/14/2013	03/14/2013	ST AUGUSTINE CASINO	RSO

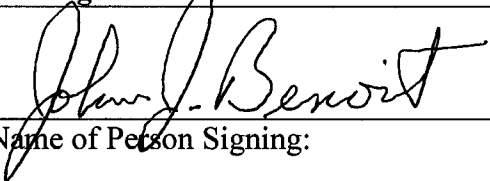
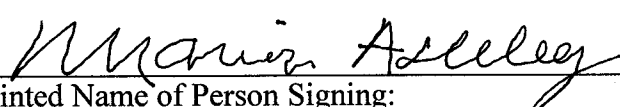
RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS – Fiscal Year 2014/2015

RECIPIENT: Riverside County District Attorney (AU10-14)

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed **\$10,000.00** as sponsored by the **Twenty-Nine Palms Band of Mission Indians** and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 ("SB 621"), California 2005 Senate Bill 288 ("SB 288"), California 2008 Assembly Bill 158 ("AB 158"), California 2010 Senate Bill 856 ("SB 856"), 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:
KEQIA 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	Marion Ashley
Title:	Title:
Chairman, Community Benefit Committee	Chairman, Riverside County Board of Supervisors
Date:	Date:
MAR 10 2015	MAR 10 2015

FORM APPROVED COUNTY COUNSEL
BY  3/9/15
KARIN L. WATTS-BAZAN DATE

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
Mike Hestrin
3960 Orange Street
Riverside, CA 92501

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

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.

3. TERM

The term of this Agreement shall be from July 1, 2014, to and including June 30, 2015. Recipient shall perform all work and requirements as stated in Paragraph 6 (below) by June 30, 2015; 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.

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.

1 **7. REIMBURSEMENT OF FUNDS**

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

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

8 A. Every Recipient of funds shall provide the Committee with a quarterly financial report. A
9 template for the quarterly financial report will be provided to recipient. A quarterly financial
10 report shall be submitted to the Committee on: October 15, 2014, January 15, 2015, April 15,
11 2015 and July 15, 2015.

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

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

- 3 C. Every Recipient of funds shall provide the Committee an annual report of services performed
4 through the use of the grant funds. This report shall contain all information required to enable
5 the Committee to perform its duties.
- 6 D. The financial audit and report of services performed shall be submitted to the Committee
7 Chairperson, or designee, on or before September 15, 2015.
- 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

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

- B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by Recipient, for any new Agreement term, illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

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

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

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

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

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

14. INSURANCE

Without limiting or diminishing the Recipient's obligation to indemnify or hold the Committee 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.

A. Workers' Compensation:

If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of 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.

B. Commercial General Liability:

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

C. Vehicle Liability:

If Recipient's vehicles or mobile equipment are used in the performance of the obligations under 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.

D. General Insurance Provisions - All lines:

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

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

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

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

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

6) The insurance requirements contained in this Agreement may be met with a program(s) of 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.

15. ASSIGNMENT

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

16. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may 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

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

17. WAIVER AND SEVERABILITY

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held 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.

18. OFFICIAL DOCUMENTS

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

19. ENTIRE AGREEMENT

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

20. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

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

21. COMPLIANCE WITH LAW

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

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.

ATTACHMENT A:

SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

These grant funds will contribute toward the District Attorney's Tribal Prosecution Unit,
which prosecutes crimes related to tribal casinos/gaming.