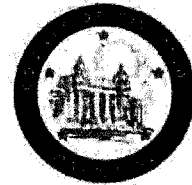


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.28  
(ID # 11810)

MEETING DATE:  
Tuesday, February 11, 2020

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Approval of the Fourth Land Use Contract Amended and Restated between the Agua Caliente Band of Cahuilla Indians and the County of Riverside Concerning Trust Lands of the Agua Caliente Indian Reservation – CEQA Exempt; District 4. [\$0 - Total Cost]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the approval of the attached contract exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3); and
2. Approve the attached Fourth Land Use Contract Amended and Restated between the Agua Caliente Band of Cahuilla Indians and the County and authorize the Chairman to execute the same.

ACTION: Policy

Juan C. Flores, Director of Transportation & Land Management


2/4/2020

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: February 11, 2020  
xc: Planning

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

In 1989, a Land Use Contract was first entered into between the Agua Caliente Band of Cahuilla Indians and the County of Riverside. Under this original contract, the County processed certain land use proposals through the Planning Department relating to Allotted Trust Lands of the Agua Caliente Indian Reservation as the Tribe's agent.

The Land Use Contract was subsequently amended in 2001, 2011, and 2014 to remove certain Allotted Trust Lands previously covered under the original contract. These contracts removed land that was previously covered under the earlier contracts, thereby allowing for land use processing by the Tribe directly, which the Tribe had requested. Similarly, the attached Fourth Land Use Contract Amended and Restated amends and supersedes the currently in-effect 2014 Third Land Use Contract Amended and Restated, and it delegates to the County only land use authority over the Allotted Trust Lands with County Limits, as defined in the Fourth Land Use Contract Amended and Restated, with the limitations stated therein. The Fourth Land Use Contract Amended and Restated also: (1) removes the contract's term, (2) updates references to Tribal ordinances to current versions, (3) clarifies that the functions of the State Historic Preservation Officer and authority to handle, manage, or control Cultural Resources are not delegated to the County, and (4) updates appeal provisions, definitions, notice provisions, and recitals. Overall, the substantive provisions of the Fourth Land Use Contract Amended and Restated remain consistent with the earlier contracts between the Tribe and the County. The Tribal Council approved the Fourth Land Use Contract Amended and Restated on February 4, 2020.

Approval of this contract is exempt from the provisions of CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty there is no possibility that the project may have a significant effect on the environment. Within the Agua Caliente Indian Reservation there are approximately 13,873 acres of Trust lands located within the unincorporated area of Riverside County. The Fourth Land Use Contract Amended and Restated is a processing and administration vehicle to allow the County and Tribe to strive for uniform and unified planning and land use administration for all lands of or near the portions of the Reservation located within certain unincorporated areas of the County, rather than separate administrations with little coordination between them. At this time, there is no

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

specific development project associated with this contract, and the contract does not commit the County to approve any development. To perform environmental analysis at this early stage would be meaningless. Before any development occurs on any particular allotted Trust lands covered by the Fourth Land Use Contract Amended and Restated, all environmental issues will be analyzed in site-specific environmental impact reports or other environmental documents as required by CEQA and the National Environmental Policy Act (NEPA).

**Impact on Residents and Businesses**

Approval of this item further strengthens the cooperative partnership between the Agua Caliente Tribe and the County and enhances our collaboration on land use matters.

**Additional Fiscal Information**

All costs of processing under the contract will be paid by development deposit based fees per Section 10 of the Fourth Land Use Contract Amended and Restated.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

**ATTACHMENT A. Fourth Land Use Contract Amended and Restated**



Jason Farin, Senior Management Analyst

2/5/2020



Gregory L. Prietas, Director County Counsel

2/4/2020

COUNTY OF RIVERSIDE / AGUA CALIENTE BAND OF CAHUILLA INDIANS

FOURTH LAND USE CONTRACT  
Amended and Restated

This Fourth Land Use Contract Amended and Restated (this "**Contract**"), by and between the Agua Caliente Band of Cahuilla Indians, a federally recognized Indian tribe ("**Tribe**"), acting through its duly constituted Tribal Council ("**Tribal Council**"), and the County of Riverside, a political subdivision of the State of California ("**County**"), acting through its duly authorized Board of Supervisors ("**Board of Supervisors**"), is dated as of the Effective Date (defined below).

**RECITALS**

- A. The Tribal Council is entering into this Contract and now acts pursuant to the inherent sovereign authority of the Tribe, and Article V, paragraphs a, b, i, l, and r of the Constitution and Bylaws of the Agua Caliente Band of Cahuilla Indians.
- B. For purposes of this Contract, "**Real Property**" shall mean the land, that which is affixed to the land, that which is incidental or appurtenant to the land, and that which is immovable by applicable law.
1. The Tribe is a federally recognized Indian tribe with, except for the authority the Tribe has delegated to the County pursuant to prior agreements and this Contract related to certain Allotted Trust Lands (defined below), the sole authority and jurisdiction pursuant to federal and Tribal law to regulate land use within the exterior boundaries of the Agua Caliente Indian Reservation ("**Reservation**") on:
    - (a) Real Property that is held in trust by the United States or is subject to a restriction against alienation imposed by the United States and that is owned by any member of the Tribe; or Real Property that is held in trust by the United States or is subject to a restriction against alienation imposed by the United States and that is owned by a member of any other federally recognized Indian tribe (collectively, "**Allotted Trust Lands**"); and
    - (b) Real Property owned by the Tribe that is held in trust by the United States or is subject to a restriction against alienation imposed by the United States ("**Tribal Trust Lands**").
  2. The Tribe may also have the authority and jurisdiction, pursuant to federal and Tribal law, to regulate land use within the exterior boundaries of the Reservation on Real Property owned by members of the Tribe or non-members in fee simple ("**On-Reservation Fee Lands**"), to the extent the Tribe can demonstrate that at least one of the two limited exceptions set forth in *Montana v. United States*, 450 U.S. 544 (1981) applies.

- C. The County is a political subdivision of the State of California formed pursuant to California law. As provided by federal, state, and existing Tribal law, the County's land use authority and jurisdiction extends to all territory within the unincorporated area of the County of Riverside and certain Allotted Trust Lands pursuant to prior agreements and this Contract; provided, however, that the County's delegated land use authority and jurisdiction do not extend to portions of the Reservation that constitute Tribal Trust Lands or Allotted Trust Lands specifically excluded by the Land Use Contract Amended and Restated (defined below), the Second Land Use Contract Amended and Restated (defined below), or the Third Land Use Contract Amended and Restated (defined below) ("**County Limits**").
- D. The County is authorized pursuant to the California Constitution to make and enforce within the unincorporated area of the County of Riverside all local ordinances and regulations not in conflict with applicable general laws.
- E. The Tribe, as a sovereign tribal government, has the authority to establish and impose its own land use controls (e.g., general plan, zoning, environmental review, building standards, and permits) within its jurisdiction, including on the Allotted Trust Lands of the Reservation. The Tribe, however, has chosen to coordinate its land use actions with those of the County and surrounding communities as a means of promoting the highest and best use of those Allotted Trust Lands and adjacent off-Reservation lands within County Limits and throughout the region.
- F. The County desires to provide a high level of planning, public safety, and other services to all residents and businesses within County Limits. The County believes that Allotted Trust Lands within County Limits should equally benefit from consistent planning, public safety, and other services.
- G. In July of 1989, the Tribe enacted Tribal Ordinance No. 12 entitled "An Ordinance Adopting and Making Applicable to Certain Allotted Trust Lands of the Agua Caliente Indian Reservation Located Within the Unincorporated Areas of the County of Riverside, California the Land Use, Land Planning, Land Development, and Related Regulations of the Said County and of the State of California." Ordinance No. 12, as amended, adopted and applied, as the Tribe's own laws, all of the laws, ordinances, codes, resolutions, rules, and other regulations of the State and of the County which control the use and/or development of all of the Allotted Trust Lands within County Limits.
- H. In October of 1989, the Tribe and the County entered into that certain Agreement dated October 4, 1989, and approved by the authorized representative of the Secretary of the Interior on October 7, 1989 (the "**1989 Land Use Contract**") whereby the Tribe:
1. Agreed to adopt and make applicable to all Allotted Trust Lands located within the unincorporated portions of the County covered by the Western Coachella Valley Community Plan all of the laws, ordinances, codes, rules, regulations, or other

similar enactments of the County and of the State, with certain exceptions, which control the use and/or development of all of the said Allotted Trust Lands; and

2. Designated the County to be and to act as the Tribe's agent in the enforcement and general administration of the said measures on the said Lands, with certain exceptions; and
  3. Adopted and made applicable the County's land use controls to those Allotted Trust Lands covered only by and included in the Western Coachella Valley Community Plan, which at that time did not include any portion of the Reservation south and west of the City of Palm Springs. The remaining Allotted Trust Land would be subject to the County's General Plan, zoning, and related land use controls upon the completion of a "Joint Tribal-County planning effort." Said joint planning effort was never concluded.
- I. In July of 1995, the Tribe adopted the Palm Springs International Raceway Specific Plan, which established land use controls for portions of Section 12, Township 4 South, Range 5 East, San Bernardino Base and Meridian thereby exempting these areas from the 1989 Land Use Contract upon the approval of the Department of the Interior, Bureau of Indian Affairs.
  - J. In July of 2001, the Tribe and the County entered into that certain Agreement (the "**Land Use Contract Amended and Restated**"), which superseded the 1989 Land Use Contract, to exclude all Real Property within portions of Section 12 covered by the Palm Springs International Raceway Specific Plan as well as to exclude the Real Property that includes the remainder of Section 12, Township 4 South, Range 5 East, San Bernardino Base and Meridian and the unincorporated portion of the Reservation south and west of the territorial boundary for the City of Palm Springs.
  - K. In July of 2011, the Tribe and the County entered into that certain Agreement (the "**Second Land Use Contract Amended and Restated**"), which superseded the Land Use Contract Amended and Restated, to exclude all Real Property previously excluded under the Land Use Contract Amended and Restated as well as to exclude the Real Property that includes portions of Section 24, Township 4 South, Range 5 East, San Bernardino Base and Meridian.
  - L. In September of 2014, the Tribe and the County entered into that certain Agreement (the "**Third Land Use Contract Amended and Restated**"), which superseded the Second Land Use Contract Amended and Restated, to exclude all Real Property previously excluded under the Second Land Use Contract Amended and Restated as well as to exclude the Real Property that includes the remainder of Section 24, Township 4 South, Range 5 East, San Bernardino Base and Meridian.

- M. This Contract amends and supersedes all prior agreements regarding land use between the Tribe and the County, and all supplements and amendments thereto, in their entirety.
- N. As provided herein, the Tribe and the County continue to desire to have uniform and unified land planning and land use administration for Allotted Trust Lands located within County Limits.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, and based on the recitals set forth above and the acknowledgments set forth below, the parties recognize that it is in their mutual best interest and benefit to agree as follows.

#### TERMS OF AGREEMENT

1. **Term.** The term of this Contract shall commence on the Effective Date (defined below) and shall continue until terminated as provided herein or superseded.
2. **Effective Date.** This Contract shall be effective on the date of the last signature of a party to this Contract (the "**Effective Date**").
3. **Tribal Land Use Control Ordinance.** In September of 2017, the Tribal Council adopted Tribal Ordinance No. 51 to, among other things, simplify and clarify Tribal law by consolidating and superseding Ordinance Nos. 4, 10(b), and 12. Ordinance No. 51 also adopts as Tribal law and makes applicable to Allotted Trust Lands within County Limits, with certain exceptions, the land use related laws, ordinances, regulations, codes, rules, and similar enactments of the County and the State of California. Upon the approval and execution of this Contract by the Tribal Council and the Board of Supervisors, the Tribe may amend Tribal Ordinance No. 51 as necessary to make it consistent with this Contract. Upon the Tribal Council's adoption of an amendment to Ordinance No. 51, the Tribe will publish a Notice of Amended Ordinance No. 51 once a week for two consecutive weeks in a newspaper of general circulation in the County of Riverside and will make the full Ordinance available on the Tribal Website at [www.aguacaliente.net](http://www.aguacaliente.net).
4. **Scope.** This Contract shall only apply to Allotted Trust Lands within County Limits and shall not apply to Tribal Trust Lands. Notwithstanding the foregoing, this Contract and the County's authority to act as the Tribe's agent shall be subject to those limitations set forth in Paragraph 8 below. The Tribe reserves its inherent sovereign authority to regulate land use on Allotted Trust Lands and Tribal Trust Lands. Nothing contained herein shall be construed or interpreted as a waiver of the Tribe's inherent sovereign authority to regulate land uses on said lands.
5. **On-Reservation Fee Lands.** Nothing set forth herein shall be construed or interpreted to waive or impair the County's authority to adopt and enforce land use regulations applicable to On-Reservation Fee Lands; provided, however, the Tribe may assert concurrent jurisdiction to adopt and enforce land use regulations applicable to On-

Reservation Fee Lands as may be authorized under the holding of *Montana v. United States*, 450 U.S. 544 (1981)<sup>1</sup>, and all applicable federal law or agreement of the parties.

6. **Content of the Tribal Land Use Control.** For Allotted Trust Lands within County Limits, as County Limits exist now or may exist in the future, the applicable comprehensive set of land use controls shall consist of all land use related ordinances, resolutions, and similar enactments of the County and the related statutes required to be administered by the County as noted below.

The aforementioned comprehensive set of land use controls shall, unless limited herein, include:

- (a) General plans and specific plans;
- (b) Zoning laws and regulations;
- (c) Laws and regulations that authorize an owner of Real Property to deviate from development standards otherwise applicable to the property (*i.e.*, variances);
- (d) Laws and regulations that authorize particular uses of Real Property subject to conditions not generally applicable to Real Property similarly zoned (*i.e.*, conditional use permits and other similar permits);
- (e) Subdivision laws and regulations;
- (f) Building, grading, and other laws and regulations related to the construction and occupancy of buildings;
- (g) Design review laws and regulations;
- (h) Environmental laws and regulations – except as pre-empted by the National Environmental Policy Act (NEPA);
- (i) Sign laws and regulations with the exception of the regulation of Outdoor Advertising Displays (e.g., off-site billboards), as that term is defined in Tribal Ordinance No. 13, “Outdoor Advertising Displays,” as amended, renumbered, or re-designated from time to time;

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<sup>1</sup> “A tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements. A tribe may also retain inherent power to exercise civil authority over the conduct of non-Indians on fee lands within its reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe.” *Montana v. United States*, 450 U.S. 544, 565-66 (1981) (*internal citations omitted*).



- (j) Code enforcement or code compliance;
- (k) Fee ordinances and requirements relating to processing land use and related applications; and
- (l) Matters directly related to the above, except as noted in Paragraph 8 below.

The Tribe and the County each reserve the right to seek an amendment to this Contract altering any of the above at any time.

7. **Designation of County as Tribe's Agent.** The Tribe designates and engages the County to be and to act as the Tribe's agent in the enforcement and administration of the measures described in Paragraph 6 above with respect to Allotted Trust Lands within County Limits, with full authority to act as the Tribe's agent, except as noted in Paragraph 8 below<sup>2</sup>. The purpose of such agency is to ensure that the County will apply and enforce the same development standards and procedures, except as noted herein, within County Limits, whether original jurisdiction lies with the Tribe or the County.

8. **Limitations.**

- (a) Tribal Trust Lands. This Contract shall not apply to Tribal Trust Lands.
- (b) Tribal and Federal Law. This Contract is not intended, and shall not be construed, to permit any violation of Tribal or federal law applicable to Allotted Trust Lands, Tribal Trust Lands, or On-Reservation Fee Lands within County Limits (e.g., Tribal Ordinance No. 13, Tribal Ordinance No. 50, and the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq.).
- (c) Outdoor Advertising (Billboards). This Contract is not intended, and shall not be construed, to exempt any person with a beneficial interest in Allotted Trust Land or any person occupying or in possession of Allotted Trust Land from the requirements of Tribal Ordinance No. 13, "Outdoor Advertising Displays," as amended, renumbered, or re-designated from time to time. By its execution of this Contract, the Tribe does not designate the County as the Tribe's enforcement agent for Tribal Ordinance No. 13. The Tribe will enforce the Ordinance itself. The Tribe agrees to notify the County of any permits issued by the Tribe for new outdoor advertising displays within County Limits.
- (d) Historic Preservation. This Contract is not intended, and shall not be construed, to: (i) delegate the functions of the State Historic Preservation Officer that the

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<sup>2</sup> The parties understand and agree that the scope and nature of the County's land use authority over and with respect to On-Reservation Fee Lands is addressed above in Paragraph 5 above, subject only to the Tribe's potential assertion of concurrent jurisdiction as stated therein.

Tribe assumed with respect to "**tribal land**," as that term is defined in 54 U.S.C. § 300319, pursuant to that certain Agreement Between the National Park Service, U.S. Department of the Interior and the Agua Caliente Band of Cahuilla Indians for the Assumption by the Tribe of Certain Responsibilities Pursuant to the National Historic Preservation Act (16 U.S.C. § 470) dated September 15, 2005 ("**2005 NHPA Agreement**"), in accordance with Section 101 of the National Historic Preservation Act, 54 U.S.C. § 300101 et seq., and applicable implementing regulations at 36 C.F.R. Part 60 and Part 800, as such laws and regulations may be amended, renumbered, or re-designated from time to time; or (ii) delegate the Tribe's sole authority to review and approve the designation of Heritage Properties (defined below) on Allotted Trust Lands; or (iii) delegate the Tribe's sole authority to handle, manage, or control Cultural Resources (defined below) on Allotted Trust Lands. For purposes of this Contract, the terms "**Heritage Property**" and "**Cultural Resource**" shall have the meaning ascribed to them in Tribal Ordinance No. 37, "Tribal Historic Preservation Ordinance," as amended, renumbered, or re-designated from time to time.

(e) Initiatives and Referenda. This Contract is not intended, and shall not be construed, to apply to land use controls or any other law adopted or repealed through the initiative process authorized pursuant to section 8(a) of article II of the California Constitution or the referenda process authorized pursuant to section 9(a) of article II of the California Constitution, whether such initiative or referendum is adopted or repealed by the County, through its Board of Supervisors, or by a majority vote of the electorate. In the event a land use control is adopted or repealed through the initiative or referenda process, the Tribe and County agree to meet and confer within a reasonable time after adoption or repeal to evaluate whether the newly adopted or repealed land use control shall apply to Allotted Trust Lands and how the newly adopted or repealed land use control shall be implemented.

9. **Consideration.** The Tribe, for the benefit of the community and in order to assure the highest level of planning and development and in consideration of providing the above services, hereby permits the County to collect and retain all fees as they now exist or may exist in the future which provide direct compensation to the County for its actual costs in carrying out its duties as the Tribe's agent, subject to the limitations described herein.

10. **Fees for Development Projects.**

(a) As used herein, "**Development Fee**" means a monetary exaction, other than a tax or special assessment, which is charged by the County to the property owner or developer or lessee in connection with approval of a development project for the purpose of defraying all or a portion of the costs of public services and community amenities resulting from the development project, whether imposed by a legislative action of the County pursuant to the Mitigation Fee Act (California

Government Code sections 66000 – 66025) or on an ad hoc basis, but does not include fees for the processing of County regulatory actions or approvals as described in Paragraph 6, or fees that are established and imposed through a development agreement or other contract entered into by and between the County and the property owner, developer, or lessee. Subject to subparagraph (c) of this Paragraph, the County may impose and collect Development Fees on developments proposed for Allotted Trust Lands.

- (b) In addition to Development Fees applicable to development projects in the County, applicants for development may be required to dedicate land as needed, to provide for rights-of-way for public improvements such as streets and drainage for the term of the lease or permanent rights-of-way with the approval of the Secretary of the Interior. The County will provide to the Tribe, as necessary, a list of needed right-of-way dedications on Allotted Trust Lands. Such right-of-way dedications shall not conflict with any federal statutes or regulations regarding road rights-of-way on Indian land, particularly but not limited to 25 U.S.C. §§ 314, 323-325 and 357, and 25 C.F.R. Part 169, as said statutes and regulations may be amended, renumbered, or re-designated from time to time.
  - (c) Following the execution of this Contract, the County shall provide mailed notice to the Tribe of any intention to apply any Development Fee or increase any existing Development Fee, together with a statement justifying such new or increased Fee, at least sixty (60) days prior to imposing the Fee as a condition of approval on an applicable development project on Allotted Trust Lands. The County shall also consult with the Tribe prior to the adoption of any such new or increased Fee, if consultation is requested by the Tribe. Within thirty (30) days after receipt of the notice of adoption of such new or increased Fee, the Tribe may take formal action to specifically decline to apply to the Allotted Trust Lands any such Fee deemed unjustified by the Tribe. Unless so declined by the Tribe, all such new or increased Fee shall be applicable to the Allotted Trust Lands and may be imposed and collected by the County.
11. **Exception to Scope of Agency.** This Contract is not intended, and shall not be construed, to operate, limit, or impair the authority of the U.S. Department of the Interior and the Bureau of Indian Affairs to negotiate, execute, approve, or otherwise administer existing and future leases or rights-of-way on Allotted Trust Lands, or to eliminate or substantially impair any existing land use under an approved lease. Since the Tribe cannot substantially interfere with the federal leasing function, it cannot delegate any such authority to the County.
12. **Immunity.** This Contract is not intended, and shall not be construed, to limit or waive the sovereign or governmental immunity from suit enjoyed by either party.

13. **Appeals.** Any Appellant, as that term is defined in Tribal Ordinance No. 5, "Tribal Land Use Appeal Ordinance," as amended, renumbered, or re-designated from time to time, may appeal a final decision of the County to the Tribal Council in matters within the scope of this agency affecting Allotted Trust Lands in accordance with the terms of Tribal Ordinance No. 5. The Tribal Council may, in accordance with the terms of Tribal Ordinance No. 5, after notice and opportunity for hearing and on the basis of the entire record, affirm, reverse, or modify any decision of the County on such a matter affecting Allotted Trust Lands as specified in said Tribal Ordinance, and the decision of the Tribal Council shall be final. If the County has not waived its right to participate in a joint public meeting, the Tribal Council shall, prior to a final Tribal Council decision on the appeal, attend at least one joint public meeting with the County Board of Supervisors on a date, and at a time and location, mutually acceptable to both the Tribe and the County.
14. **Consultation and Cooperation.** In order to facilitate the regular presentation of the Tribe's views to the County on matters within the scope of this agency and as part of the normal processing of applications and other matters within the scope of this agency, the County will give the Tribe reasonable advance notice (e.g., at the time of distribution of project plans to local utilities for input) of all such matters so that the Indian Planning Commission will be able to evaluate all such matters and present its recommendations to the Tribal Council which, in turn, will present its recommendations to the County in time for such recommendations to be considered by the County staff, County Planning Commission, and the Board of Supervisors.
15. **Best Efforts.** The parties shall exert their best effort to keep this Contract in good standing and to serve as the basis for a mutually beneficial relationship which will encourage and assist the uniform and unified development of all Allotted Trust Lands, and adjacent non-trust lands located within County Limits, in an orderly, expeditious, and professionally sound manner.
16. **Joint Interest Regarding Challenge.**
  - (a) If any third party takes formal court action to challenge any action taken by the County as the Tribe's agent or the Tribe or Tribal Council affirming, reversing, or modifying any decision of the County, as provided herein, whether with or without an appeal having been filed, as provided herein, the County and the Tribe will immediately consult to develop a unified response. The Tribe and the County will coordinate action to address defense against any such challenge, such as providing declarations or copies of documents, assisting legal counsel, preparing and filing an amicus curiae brief, or Tribal intervention as a party in litigation, depending on the nature and scope of this challenge.
  - (b) In any such legal proceedings, the County and the Tribe may each engage and pay for separate or additional legal counsel, at the option of each and, in appropriate cases, may, by separate agreement, agree to engage joint counsel on terms

specified in that agreement. It is acknowledged by the Tribe that the County routinely imposes, as a general land use condition of approval, a requirement that the applicant for a land use application indemnify, defend, and hold harmless the County against any legal action brought by third parties challenging the County's approval of the land use application.

17. **Notice of Appeal Rights.** In order to inform developers and others of the availability of appeals of final County actions to the Tribal Council, as provided above, and to make clear the nature of the existence of the agency created by this Contract, the County will provide (i) the Tribe a notice of the County's approval of any matter within the scope of the County's agency; and (ii) all applicants seeking County approval of projects to be located on Allotted Trust Lands a notice of the availability of the right to appeal any County action and that such appeal to the Tribal Council must occur prior to filing any legal challenge to the action undertaken by the County. Upon the Tribe's receipt of notice of the County's approval of a matter within the scope of the County's agency, the Tribe will provide notice to Tribal members of the availability of the right to appeal any County action and that such appeal to the Tribal Council must occur prior to filing any legal challenge to the action undertaken by the County. The Tribe and County will agree upon the substance and form of all appeal right notices that the County and Tribe provide.
18. **Notice to the Parties.** Any notices under this Contract shall be in writing and may be given either personally or by overnight delivery (return receipt requested). Any party may, at any time, by giving ten (10) calendar days' written notice to the other party, designate any other person or address in substitution of the address to which such notice shall be given. Such notice shall be given to the parties at their addresses set forth below:

For the County of Riverside:

Planning Director  
County of Riverside Planning Department  
4080 Lemon St. 12<sup>th</sup> Floor  
Riverside, CA 92501

County of Riverside, Office of County Counsel  
Land Use Section  
3960 Orange St., Suite 500  
Riverside, CA 92501

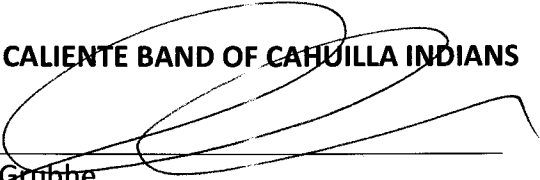
For the Tribe:

General Counsel  
5401 Dinah Shore Drive  
Palm Springs, CA 92264

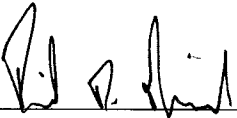
19. **Termination.** Either party may terminate this Contract, without prejudice to the legal position thereafter asserted, upon thirty (30) days' written notice to the other party. In the event of such termination of this Contract, any development project previously granted approval by the County shall continue to be bound by the terms and conditions of such approval.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their respective authorized officers.

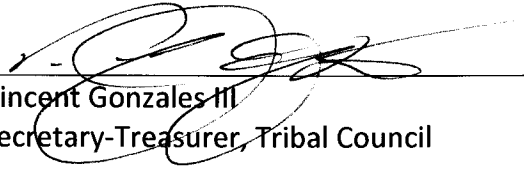
**AGUA CALIENTE BAND OF CAHUILLA INDIANS**

  
\_\_\_\_\_  
Jeff L. Grubbe  
Chairman, Tribal Council

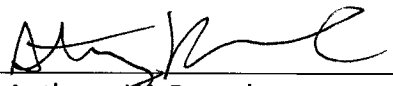
2-6-2020  
Date

  
\_\_\_\_\_  
Reid D. Milanovich  
Vice Chairman, Tribal Council

2/4/2020  
Date

  
\_\_\_\_\_  
Vincent Gonzales III  
Secretary-Treasurer, Tribal Council

2-4-20  
Date

  
\_\_\_\_\_  
Anthony W. Purnel  
Member, Tribal Council

2/11/2020  
Date

COUNTY OF RIVERSIDE

V. Manuel Perez  
Chairman of the Board of Supervisors  
V. MANUEL PEREZ

FEB 11 2020

Date

ATTEST:

KECIA HARPER  
Clerk of the Board

Karla Boyton, Deputy

FEB 11 2020

Date

APPROVED AS TO FORM

GREGORY P. PRIAMOS  
County Counsel

By: Melissa R. Cushman  
Melissa R. Cushman  
Deputy County Counsel

2/4/2020

Date