

RIVERSIDE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS - 2004/2005

RECIPIENT:

The local jurisdiction designated above ("Recipient") is hereby approved for a grant of funds in an amount not to exceed (amounts \$_____00) as sponsored by (Name of Tribe) and certified by the Riverside County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 Chapter 858 ("SB 621") to provide services as set forth in Attachment A (attached hereto and in the Application Form for fiscal year 2004/05, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

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

| | |
|---|--|
| Authorized Signature for Committee: | Authorized Signature for Recipient: |
| | |
| Printed Name of Person Signing: ROY WILSON | Printed Name of Person Signing: |
| Title: Committee Chairperson | Title: |
| Date: | 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:

4 Committee:

5 County of Riverside Executive Office
6 Attn: Barbara Dunmore
7 4080 Lemon Street, 4th
8 Riverside, California 92501

4 Recipient:

(Name of Recipient and designated
contact person)
(Address)

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

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

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

15 **3. TERM**

16 The term of this Agreement shall be from July 1, 2004, to and including June 30, 2005. This
17 Agreement shall be subject to termination by the Committee immediately upon notice to the
18 Recipient. Funds shall not be automatically renewed by the Committee upon or after the term of the
19 Agreement except by either formal amendment or certified grants on multiyear basis as expressly
20 approved by the Committee.

19 **4. TERMINATION**

20 1) Termination for cause:

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

25 **5. DEFINITIONS**

26 “Recipient” means any city, county, or special district to which an Agreement is awarded and which
27 shall be accountable to the Committee for the use of funds provided.
28

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

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

5 **B. Requirements per S.B. 621.**

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

13 (2) Recipient shall provide notice to the public, either through a slogan, signage, or
14 other mechanism, which states that the local government project has received funding from
15 the Indian Gaming Special Distribution Fund and which further identifies the particular
16 Individual Tribal Casino Account from which the grant derives. For Recipients of the 20%
17 discretionary grants from non-SDF-paying tribes, a list of all eight paying tribes shall be
18 credited on such public notice.

19 **7. REIMBURSEMENT OF FUNDS**

20 Notwithstanding any other provision herein, Recipient agrees to reimburse, in full, any and all funds
21 received from the State Controller's Office, upon request of the Committee, where such funds as
22 determined by the Committee are not, or have not been utilized by Recipient for their purpose as
23 intended by SB 621. The terms and conditions of reimbursement shall be the sole discretion of the
24 Committee and/or the state.

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

- 26 A. Every Recipient of funds shall provide a copy of their annual financial audit to the Committee
27 covering the fiscal year that funds are received or services provided pursuant to this
28 Agreement. Such audit shall be performed by an independent auditor, using generally
accepted accounting principles.
- B. Every Recipient of funds shall provide a report of service performed as related to the use of
grant moneys to the Committee on an annual basis. Such report shall contain all information
required to enable the Committee to perform its duties.
- C. Such financial audits and reports of service performed shall be submitted to the Committee
Chairperson, or designee, on or before February 15, 2005.
- D. The Committee reserves the right to conduct its own audit regarding the use of grant moneys
by the Recipient.
- E. Every three years the State Auditor shall conduct an audit regarding the allotment and use of
moneys from the Indian Gaming Special Distribution Fund by the Recipient of the grant
moneys. 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 in which this Agreement is in effect or until
any county, state or federal audit are completed, whichever is later. This obligation is not
terminated upon termination of this Agreement, whether by recession or otherwise. Recipient

1 agrees to require any subcontractors to retain all records associated with the Agreement for the
2 same time period.

- 3 G. Books and records shall be maintained in accordance with general accounting standards for
4 books and record keeping.

5 **9. PUBLIC DISCLOSURE OF DOCUMENTS**

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

10 **10. GOVERNING LAW AND VENUE**

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

21 **11. SUBCONTRACTOR FOR WORK OR SERVICES**

- 22 A. Committee does not recognize subcontractors under this Agreement. Committee holds
23 Recipient solely responsible for the performance of all duties and obligations under this
24 Agreement. Recipient agrees and understands that Committee does not enter into, or assume
25 any legal relationship with any subcontractor of Recipient for performance under this
26 Agreement. Recipient agrees to remedy any and all breaches of any agreements with any
27 subcontractor, and further agrees that Recipient may not look to Committee for any payment,
28 liability, or assistance in the remedy of any actual or alleged breach.
- 29 B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any
30 Agreement between the Recipient and Committee. Copies of subcontractor agreements
31 between participating third parties, if any, and Recipient, shall be submitted to the Committee
32 within 30 calendar days from the start date of the Agreement.
- 33 C. An organizational chart should be provided by Recipient for any new Agreement term
34 illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor
35 permits, employee licenses or business, state and/or clinic licenses shall be on file with the
36 Recipient in order for the subcontractor to perform the proposed services. Subcontractor
37 agreements shall be updated each Agreement term.

38 **12. INDEPENDENT CONTRACTOR**

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

1 **13. INDEMNIFICATION**

2 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including
3 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of
4 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any
5 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.

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

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

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

14 In the event there is conflict between this clause and California Civil Code Section 2782, this clause
15 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.

16 **14. INSURANCE**

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

19 A. Workers' Compensation:

20 If the Recipient has employees as defined by the State of California, the Recipient shall maintain
21 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
22 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
23 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.

24 B. Commercial General Liability:

25 Commercial General Liability insurance coverage, including but not limited to, premises liability,
26 contractual liability, products and completed operations liability, personal and advertising injury,
27 cross liability coverage and employment practices liability, covering claims which may arise from
28 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

1 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately
2 to this agreement or be no less than two (2) times the occurrence limit.

3 C. Vehicle Liability:

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

10 D. General Insurance Provisions - All lines:

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

16 2) The Recipient's insurance carrier(s) must declare its insurance deductibles or self-insured
17 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
18 deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk
19 Manager before the commencement of operations under this Agreement. Upon notification of
20 deductibles or self insured retention's unacceptable to the Committee, and at the election of the
21 Country's Risk Manager, Recipient's carriers shall either; 1) reduce or eliminate such deductibles
22 or self-insured retention's as respects this Agreement with the Committee, or 2) procure a bond
23 which guarantees payment of losses and related investigations, claims administration, and defense
24 costs and expenses.

25 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with
26 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
27 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
28 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's 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.

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

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

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

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

9 **15. ASSIGNMENT**

10 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.

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

12 No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in
13 writing and signed by the parties hereto, and no oral understanding or agreement not incorporated
14 herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may
15 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.

16 **17. WAIVER AND SEVERABILITY**

17 Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be
18 construed to be a waiver of any subsequent or other breach of the same term of any other term herein.
19 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.

20 **18. OFFICIAL DOCUMENTS**

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

23 **19. ENTIRE AGREEMENT**

24 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject
25 matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same
26 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.

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

28 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.

1 **21. COMPLIANCE WITH LAW**

2 Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in
3 force or which may hereafter be in force with regard to this Agreement. The judgment of any court of
4 competent jurisdiction, or the admission of Recipient in any action against Recipient, whether
Committee be 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.

5 **22. CONFLICTS IN INTERPRETATION**

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

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ATTACHMENT A:
SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

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