

**MEMORANDUM OF UNDERSTANDING CONCERNING  
LAW ENFORCEMENT SERVICES AT PECHANGA  
CASINO**

This Memorandum of Understanding ("MOU") is dated and effective as of March \_\_\_\_, 2010, by and between the Pechanga Band of Luiseno Indians, a federally recognized Indian tribe (the "Tribe"), the City of Temecula, California (the "City"), the County of Riverside, California ("County") and the Sheriff of Riverside County ("Sheriff"), which are referred to herein collectively as "the Parties" and as to each as a "Party". The terms "Tribe," "City" "County" and "Sheriff" as used herein shall include the Parties' governmental entities, departments and officials unless otherwise stated.

**RECITALS**

WHEREAS, the Tribe is a federally-recognized Indian Tribe located on federal Trust Lands which are located within the geographic boundaries of Riverside County and abut or are near City boundaries; and

WHEREAS, the Tribe has inhabited the Temecula Valley for more than 10,000 years (or according to Tribal history and culture, since time immemorial); and

WHEREAS, the Pechanga Indian Reservation was established by Executive Order of the President of the United States on June 27, 1882, affirming the Tribe's sovereignty and land-base (the "Reservation"); and

WHEREAS, under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq.* ("IGRA"), the Tribe may engage in gaming as a means of promoting Tribal economic development, self-sufficiency and strong Tribal government; and

WHEREAS, IGRA generally requires that Class III gaming be conducted pursuant to a Tribal-State Class III gaming compact; and

WHEREAS, on or about September 10, 1999, and effective in May, 2000, the Tribe entered into a gaming compact with the State of California, as contemplated under IGRA, which compact was amended effective March, 2008, and which compact and amendment is referred to herein as the "Compact;" and

WHEREAS, the Tribe desires to operate Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole, and the City recognizes the mutual benefit that can be derived if those goals are achieved; and

WHEREAS, the Tribe determined that a casino gaming center featuring Class II and Class III gaming activities, as authorized under IGRA and, with

respect to Class III activities, the Compact, and a hotel and related parking, common areas and amenities would be a way in which to generate independent Tribal resources to provide for the health, education, employment, government, general welfare, safety, and cultural needs of the Tribe; and

WHEREAS, the term "Gaming Center" as used in this MOU shall have the same definition as it does in Section 2.12 of the Intergovernmental Agreement which Section reads as follows:

"'Gaming Center' means the present gaming facility and hotel located on the Reservation and consisting of approximately two hundred thousand (200,000) square feet of gaming space plus back of the house and administrative offices and facilities that can accommodate various gaming and casino activities, including up to five thousand (5,000) Gaming Devices, employee rooms, offices and related space; a thirteen story hotel with five hundred twenty-two (522) guest rooms and supporting kitchens, offices, retail, housekeeping, telecommunications and other utility facilities; maintenance and storage spaces; convention, ballroom, classroom and meeting spaces; restaurants, bars, food courts, night clubs, retail spaces, lounges, regulatory, public safety, surveillance and guest services amenities and facilities; a one thousand two hundred (1200) seat theater; swimming and Jacuzzi pools, porte cocheres, and spa facilities and related areas located outside the hotel; surface parking and three parking structures for buses, trucks, SUVs and similar vehicles, and automobiles that accommodate approximately eight thousand six hundred (8600) vehicles; and related common areas, roadways, sidewalks, storage and administrative facilities that serve the Gaming Center."; and

WHEREAS, the terms used in this MOU shall have the same definition as they do in the Intergovernmental Agreement unless otherwise provided; and

WHEREAS, the Compact requires that for "Projects" as defined in the Compact the Tribe must prepare a Tribal Environmental Impact Report and further provides for the Tribe and any impacted city or county to enter into enforceable written "Intergovernmental Agreements" for mitigation of Significant Effects on the Off-Reservation Environment, including but not limited to public safety services, and other specified programs; and

WHEREAS, concurrently with the adoption of this MOU, the Tribe and the City entered into that certain "Intergovernmental Agreement" dated as of \_\_\_\_\_, 2010 pursuant to the Compact providing for the mitigation of Significant Effects on the Off-Reservation Environment , including enhancement of law enforcement services to the City and the Gaming Center; and

WHEREAS, the Intergovernmental Agreement provides for the City to receive a Mitigation Fee from the Tribe which fee includes a component for the funding of law enforcement services to the Gaming Center; and

WHEREAS, concurrently with the adoption of this MOU by the Parties, the City and the County have amended that certain "Agreement for Law Enforcement Services Between the City of Temecula and the County of Riverside," effective as of July 1, 2005, as amended, ("City/County Law Enforcement Agreement") to provide for the Riverside County Sheriff's Department ("Sheriff" or "Sheriff's Department") to provide law enforcement services to the Gaming Center; and

WHEREAS, in order to implement the provisions of the Intergovernmental Agreement relating to law enforcement services, it is necessary and convenient for the Parties to enter into this MOU for the purposes of (1) confirm the law enforcement responsibilities of the Tribe and the Sheriff at the Gaming Center; (2) establish the responsibility of the City to fund the Sheriff's law enforcement responsibility at the Gaming Center with the Mitigation Fee received from the Tribe pursuant to the Intergovernmental Agreement; (3) confirm and document the law enforcement protocols for the Sheriff's response to calls for service at the Gaming Center; and (4) continue the government to government cooperation of the Tribe, City, County and Sheriff in providing law enforcement services to the Gaming Center and the southern areas of the City of Temecula; and

WHEREAS, the Parties recognize that the Intergovernmental Agreement and this MOU is an important and mutually beneficial means for furthering the government-to-government relationship between the Parties and in building trust, mutual respect, good will and cooperation for the benefit of the entire community; and

WHEREAS, the parties intend that the terms of this MOU, taken together with the Intergovernmental Agreement, shall constitute the intergovernmental agreement between the City and the Tribe and the County and the Tribe as required by Section 10.8.8 of the Compact with respect to the Gaming Center and any Expansion;

**NOW, THEREFORE**, in consideration of the Recitals set forth above and incorporated herein, the Parties agree as follows:

### **AGREEMENT**

#### **1. LAW ENFORCEMENT SERVICES FOR THE GAMING CENTER**

A. Existing Law Enforcement Structure. The City contracts with the County for law enforcement services to be provided within the boundaries of the

City of Temecula by the Riverside County Sheriff's Department. The County relies on the Sheriff's Department to provide law enforcement services to the unincorporated areas of Riverside County. Both the City by contract and the County rely on the law enforcement services of the Sheriff's Department to meet the law enforcement needs that arise under Public Law 280 with respect to the Tribe, the Reservation and the Gaming Center (including any Expansion). In addition, the Tribe has its own force of public safety and security officers that are assigned to the Reservation and the Gaming Center. There is a good working relationship between and among the Tribe, the City, the County and the Sheriff's Department with respect to meeting law enforcement needs that arise on or in connection with activities at the Gaming Center and the Reservation that the Parties intend to maintain and strengthen by this MOU.

B. Use of Mitigation Fees for Gaming Center Law Enforcement Responses. The Parties have determined that the Mitigation Fees agreed to in Section 3.3 of the Intergovernmental Agreement between the Tribe and the City are sufficient to ensure that the law enforcement needs of the City that are directly correlated to the Gaming Center can be adequately met. The Parties agree that it would be a more efficient use of such funds and would provide better law enforcement services to the Gaming Center to have the City fund the Sheriff's Department response to calls for law enforcement services at the Gaming Center with deputies designated for service within the City than for the County to provide such services with deputies designed for service in the unincorporated County areas.

C. Assigned Deputy for Law Enforcement Responses to Gaming Center. The City shall apply sufficient funds from the Mitigation Fee and take such other actions as are necessary to provide for one Sheriff's deputy on each shift to be specifically designated to patrol in the patrol zone of the City closest to the Gaming Center and to be the deputy to respond to calls for law enforcement services or assistance at the Gaming Center ("Assigned Deputy"). This arrangement shall be subject to the following protocols:

1) The Assigned Deputy and other Sheriff's deputies shall not engage in random self-initiated patrol activities at the Gaming Center or the Reservation. The Assigned Deputy and other Sheriff's deputies shall only respond to calls for law enforcement services or assistance at the Gaming Center or the Reservation, provided that such deputies shall be authorized to engage in such further law enforcement actions as are required for these calls for service, such as active investigation and follow-up investigation of crimes reported to the Sheriff or other law enforcement agencies, searches for suspects and similar actions necessary for carrying out its law enforcement responsibilities with respect to such calls for service.

2) Sheriff's personnel responding to calls for service at the Gaming Center or the Reservation shall be subject to and shall follow the Sheriff's Chain of Command and Sheriff's Policies. The Sheriff shall be responsible for the

command of deputies in responding to calls for service at the Gaming Center or the Reservation.

3) The Assigned Deputy shall wear a "Riverside County Sheriff's Department" uniform patch, rather than a "Temecula Police Department" uniform patch.

4) The Assigned Deputy shall drive a marked patrol car bearing the seal/logo of the Riverside County Sheriff's Department and not the seal/logo of the City of Temecula or the Temecula Police Department.

5) In the event of an emergency response to the Gaming Center or the Reservation requiring deputies other than the Assigned Deputy, the Sheriff may dispatch additional deputies wearing the "Temecula Police Department" uniform patch or vehicles with the seal/logo of the "City of Temecula" or "Temecula Police Department."

D. Regular Meetings of the Parties for Law Enforcement.

Representatives of the Tribe, City, County and Sheriff shall meet on a regular basis and not less than quarterly, to discuss issues of common law enforcement interest to the Parties with respect to the Gaming Center as well as the Reservation and work on a cooperative, good faith, government to government basis to address such issues as may arise and to provide for coordination between Tribal public safety officers and the Sheriff's Department. The Parties shall negotiate in good faith to reach such additional protocols as may be desired regarding coordination between Tribal public safety officers and the Sheriff with respect to matters occurring at the Gaming Center and the Reservation that might involve Sheriff's deputies under applicable law.

E. City Responsible for Costs of Sheriff's Services to Gaming Center.

City shall be responsible for all payments to the County for services rendered by the Sheriff to the Gaming Center. The Tribe shall not be liable for the direct payment of any salaries, wages, or other compensation to any City or Sheriff's personnel performing services for the City except as may be provided for the reimbursement of special event services under separate contract.

F. Negotiation of Extra Law Enforcement Agreements. At the Tribe's request the Sheriff shall meet and confer with the Tribe for extra law enforcement services to the Tribe for special events and functions, at rates and on terms consistent with those established by the Sheriff for special events security.

G. Limited Scope of Law Enforcement Activities. Except as otherwise provided herein, by separate agreement, or under law, the Sheriff deputies assigned to the City shall not be expected to provide gaming security or enforce Tribal laws, provided that nothing herein is intended to diminish, and in fact is intended to reinforce, the apprehension, arrest and prosecution of anyone engaged in criminal conduct, such as theft, embezzlement and fraud, or any other

criminal offense, that may occur within the City's jurisdiction or at the Gaming Center

H. Scope of Public Law 280 Not Modified. Nothing in this Agreement or any other contract between the City and the Sheriff is intended or shall be construed to expand or limit the jurisdiction of the City, the County or the Sheriff beyond that which would be exercised pursuant to Public Law 280. Nothing in this Agreement or other contract with the County or Sheriff is intended, or shall be construed, to expand or limit the jurisdiction of any Tribal law enforcement agency beyond that which would be exercised pursuant to applicable law.

I. Requirements of Section 10.8.8 of the Compact Satisfied. County acknowledges and agrees that by entering into this MOU, that the impacts of the Gaming Center on the County, including without limitation the Sheriff's Department, for the unincorporated areas of the County surrounding the Gaming Center have been fully mitigated within the meaning of Section 10.8 of the Compact and that this MOU, when considered along with the Intergovernmental Agreement, shall constitute the intergovernmental agreement between the County and the Tribe pursuant to Section 10.8.8 of the Compact with respect to the Gaming Center and any Expansion. Therefore, the County agrees not to request a separate Intergovernmental Agreement or Special Distribution Funds under existing or future legislation to pay for impacts from the Gaming Center or the Expansion affecting the County, provided however, that the County shall not be precluded from participating in the TEIR process set forth in the Intergovernmental Agreement with regard to any Expansion.

J. Termination of City Agreement with County for Law Enforcement Services. In the event that City or County should ever terminate the City/County Law Enforcement Agreement or said Agreement is allowed to expire, the Sheriff shall continue to provide such law enforcement services to the Gaming Center as are authorized by law and the City shall fund the reasonable costs of such law enforcement services from the Mitigation Fees paid to the City.

## **2. DISPUTE RESOLUTION**

### **A. Meet and Confer Process**

1) In recognition of the government-to-government relationship between the Tribe, the City, and the County, the Parties shall make their best efforts to resolve disputes that occur under this MOU by good faith negotiations whenever possible. Therefore, the Parties hereby establish a threshold requirement that disputes arising under this MOU shall first be subject to a good faith meet and confer procedure to give the Parties an opportunity to work together to solve identified issues.

2) Disputes arising between the Parties regarding a party's alleged failure to meet its obligations imposed by this MOU, including a refusal to meet and confer, shall be addressed through the following process:

a) The Parties may meet and confer informally to discuss their concerns. This stage may include an informal exchange of views among Tribal, City and County personnel and may remain confidential in accordance with applicable law.

b) A party desirous of invoking the meet and confer provisions of this MOU shall provide written notice to the other parties, identifying with specificity the alleged issue or issues and the actions requested to resolve the dispute. Within seven (7) business days after receipt of the notice, the recipients shall provide a written response agreeing or disagreeing with the complaint. If the parties agree they will set forth detailed steps to address the alleged breach of the MOU. If the Parties disagree, they shall proceed in accordance with the next subsection.

c) The Parties shall formally meet and confer in good faith within ten (10) business days of receipt of such notice, or at such other time as the Parties may agree in writing, to attempt to resolve the dispute. If all Parties agree, a mediator may be used to help resolve the dispute at this stage. The Parties and mediator, if any, shall ensure that any disputed issues are clearly and directly communicated according to any agreed upon process and timeline. Multiple meetings under this step may be reasonably required depending upon the nature of the dispute, provided that the meet and confer process shall be completed within thirty (30) days of formal initiation unless extended in writing by mutual MOU of the Parties. Failure to substantially comply with the procedures and timelines contained in this Section with respect to an dispute shall entitle the complaining party to proceed directly to arbitration.

d) To the extent allowed by law, such writings as may be prepared and transmitted between the Parties pursuant to this subsection shall be confidential.

#### B. Binding Arbitration Procedure

1) Subject to compliance with the meet and confer process stated above and the limitations herein as to the scope of any order, a party may initiate binding arbitration to resolve any dispute arising out of this MOU, regarding the interpretation of any the MOU's provisions, and/or rights and obligations of the Parties under the MOU.

2) The arbitration shall be conducted by arbitrator in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the

“Rules”) then in effect at the time of the initiation of arbitration. The arbitration shall take place in or near Temecula, including any location on The Reservation, or at another location mutually agreed upon by the Parties. The arbitrator shall be a retired judge ("Arbitrator") selected pursuant to the following terms. In the event the Parties cannot agree upon the Arbitrator, the Parties agree that Rule 15 of the Rules shall govern the selection of the Arbitrator. Subject to the terms of this Section, the Arbitrator shall have jurisdiction to interpret and apply the terms of the this MOU, but shall lack jurisdiction to modify the MOU or relieve a party of its obligations, or add to those obligations under the MOU, except in the event that material terms of this MOU are determined to be void or that the provisions of the Compact are in material conflict with the terms of this MOU. In such an instance the Arbitrator may order the MOU modified to conform to the Compact, with the least changes necessary to maintain the relative positions of the Parties at the time the MOU was entered. This MOU does not provide for, and the arbitrator shall not have jurisdiction to order remedies with respect to federal, state, County, City or Tribal laws, regulations, ordinances, codes or other laws against the Tribe, the City or the County, including any of their respective government entities, officials, members or employees or real property, and shall only consider or evaluate such laws and issue such orders as expressly permitted under this MOU.

3) Arbitration orders and awards may not include monetary awards.

4) Equitable relief shall be limited to compelling some actual performance that is expressly described in this MOU or preventing a party from failing to take such action.

5) Any controversy regarding whether an issue is subject to arbitration shall be determined by the Arbitrator, but the Arbitrator’s jurisdiction shall be limited to ordering forms of relief agreed to in this MOU.

6) In arbitrating disputes under this MOU, the Arbitrator shall apply applicable law and the terms of the Compact.

7) The Arbitrator shall render an award consistent with Rule 30 of the Rules. The Parties agree to be bound by the provisions of Rule 17 of the Rules relating to informal and formal discovery rights and obligations, subject to the MOU of the Parties or order of the Arbitrator otherwise. In any event, any discovery conducted shall be subject to the confidentiality provisions of this MOU to the extent such provisions may be lawfully enforced, and the Arbitrator shall make such orders as are necessary to enforce such provisions.

### **3. JUDICIAL REVIEW AND ENFORCEMENT**



A. The Parties agree that the prevailing party in any arbitration contemplated under this section may seek to confirm and enforce any arbitration award by filing a petition with any Superior Court in the State of California, pursuant to the provisions of California Code of Civil Procedure, Section 1285 et seq. In any arbitration or court action, each party shall bear its own costs and attorneys' fees in any court action or arbitration proceeding brought pursuant to this MOU.

B. Nothing in this MOU shall preclude or restrict the ability of Parties to voluntarily pursue, by mutual MOU, any other method of dispute resolution.

#### **4. MUTUAL LIMITED WAIVER OF SOVEREIGN IMMUNITY**

A. The Parties agree that the Parties' waiver of immunity from arbitration or suit, or the enforcement of any order or judgment related thereto, is limited to the express provisions of Section 3 of this MOU, and neither the MOU to arbitrate nor any other provision of this MOU shall be construed as creating any implied waiver of such immunity.

B. The Parties each expressly covenant and agree that they may each sue and be sued with respect to the resolution of disputes in arbitration and the judicial enforcement thereof, as provided in Section 3 of this MOU, to resolve through arbitration any controversy arising from this MOU or to enforce or interpret the terms and conditions of this MOU through arbitration, as provided for in this MOU. The Parties, their officers and agents expressly agree to waive governmental immunities, including sovereign immunity, in connection with any claims arising from this MOU, as provided for herein for the enforcement of any arbitration award, or judgment to enforce such an award, a result of this MOU. The Parties further consent to the jurisdiction of an arbitrator and/or specified court under this MOU including the consent to be sued and bound by a lawful order or judgment, to the extent provided for herein. Each of the Parties represent that its MOU to such dispute resolution processes and waivers has been effectively and lawfully granted and that nothing further needs to be done to effectuate those processes.

C. With respect to any action arising out of the MOU for which there is a waiver of sovereign immunity, the Tribe, City, County and Sheriff expressly consent to the jurisdiction of the United States District Court for the Central District of California and, as limited herein to, the Superior Court of the State of California for Riverside County and all related appellate courts, and/or an arbitrator selected pursuant to this MOU and specifically waive sovereign immunity for that purpose. The Parties specifically agree that the applicable court shall have jurisdiction to enter judgments enforcing the arbitration rights and remedies provided for in this MOU which shall be binding and enforceable on the Parties, subject to the limitations set forth in this MOU. No party to this MOU shall contest jurisdiction or venue of the above-referenced courts, provided their jurisdiction and venue are invoked in the order specified, but only for disputes or

claims arising out of this MOU. Neither the Tribe, City, County nor Sheriff shall plead or invoke the doctrine of exhaustion of Tribal or other administrative remedies, defenses of immunity or indispensable Parties beyond those contemplated in this MOU.

D. The Tribe, City, County, or Sheriff may not join or consent to the joinder of any third party to any action (including but not limited to any arbitration) contemplated herein, unless failure to join such party would deprive the court or arbitration tribunal of jurisdiction; provided that nothing in this MOU shall be construed to constitute a waiver of the sovereign immunity or other protection from lawsuit (or other dispute resolution process), or the effect, orders or judgments thereof, of either the Tribe or the City with respect to any claim of any kind by any such third party. In the event of intervention by any third party into any such action without the consent of the Tribe, City, County or Sheriff nothing herein shall be construed to constitute a waiver of any immunity with respect to such third party, and no arbitrator or court shall have jurisdiction to award any relief or issue any order as against the Tribe, City, County or Sheriff with respect to such third party in that or any other proceeding.

## **5. INDEMNIFICATION**

A. Indemnification by County. County shall indemnify and hold the City and Tribe, their officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on the City or Tribe or both, and County shall defend at its expense, including attorney fees, the City or Tribe or both, its officers, agents and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. All immunities available to County as a government entity under the laws of the State of California shall apply in performing the services under this Agreement. As between the City and County, this indemnification obligation shall also extend to any such liability imposed on the City by the provisions of Government Code Section 895.2 or other applicable law.

B. Indemnification by City. City shall indemnify and hold the County and Tribe, their officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on the County or Tribe or both, and City shall defend at its expense, including attorney fees, the County or Tribe or both, its officers, agents and employees and

independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. All immunities available to City as a government entity under the laws of the State of California shall apply in performing the services under this Agreement. As between the City and County, this indemnification obligation shall also extend to any such liability imposed on the County by the provisions of Government Code Section 895.2 or other applicable law.

C. Indemnification by Tribe. Tribe shall indemnify and hold the City and County, their officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Tribe, its officers, agents, employees, volunteers subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on the City or County or both, and Tribe shall defend at its expense, including attorney fees, the City or County or both, its officers, agents and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. In addition, when liability arises by reason of a dangerous condition of the Bands property, the Tribe shall assume defense of and indemnify County in respect to any dangerous condition of the Bands property pursuant to this section. All immunities available to the Tribe as a government entity shall apply in performing the services under this Agreement..

## **6. MISCELLANEOUS PROVISIONS**

A. No Authority Over Tribal Activities. Nothing in this MOU is intended to confer or expand the jurisdiction of any local, state or federal agency or other governmental body, nor is this MOU intended to infringe or otherwise usurp the authority of any regulatory body including local, state, federal or Tribal agencies that may have jurisdiction over or related to Tribal activities, development or Projects.

B. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of any person not a party to this MOU, nor does it create any private right of action for any person not a party to this MOU nor permit any person not a party to this MOU to bring an action to enforce any of its terms.

C. Amendments. This MOU may be modified or amended only by mutual and written MOU of the Parties.

D. Final MOU. This MOU contains the entire agreement of the Parties as to the limited subject matter herein and supersedes any other agreements of the parties with respect to law enforcement services for the Gaming Center except for the Intergovernmental Agreement. The terms of the MOU is intended both as the final expression of the agreements between the Parties with

respect to law enforcement services for the Gaming Center consistent with California Code of Civil Procedure section 1856.

E. Severability of Provisions. The invalidity of any provisions or portion of this MOU as determined by an arbitrator pursuant to this MOU or a court of competent jurisdiction or any State or federal agency having jurisdiction and thereof and the authority to do so, shall not affect the validity of any other provisions of this MOU or the remaining portions of the applicable provisions, unless such provision is material to the reasonable expectation of the Parties. Without limiting the foregoing, if any provision of the MOU is declared invalid as aforesaid, then the Parties shall use their best efforts to renegotiate the terms of the invalid provisions.

F. Force Majeure. The Parties shall not be liable for any failure to perform, or for delay in performance of a party's obligations, and such performance shall be excused for the period of the delay and the period of the performance shall be extended when a force majeure event occurs; provided however that the party whose performance is prevented or delayed by such event of force majeure shall give prompt written notice (i.e., within seventy-two (72) hours of the event) of such event to the other party. For purposes of this Section, the term "force majeure" shall include, without limitation, war, epidemic, rebellion, riot, civil disturbance, earthquake, fire, flood, acts of governmental authorities (other than the City, County or Tribe), acts of God, acts of terrorism (whether actual or threatened), acts of the public enemy and in general, any other severe causes or conditions beyond the reasonable control of the Parties, the consequences of which in each case, by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it would not have been able to overcome, when such an event prevents the Tribe from meeting its obligations under this MOU due to Gaming Activities ceasing operations for an extended period or prevents the City or County from meeting its obligations under this MOU due to an interruption of City government operations. An interruption of performance, or the delayed occurrence of any event, under this MOU caused by an event of force majeure shall as far as practical be remedied with all reasonable dispatch. During any period in which a party is excused from performance by reason of the occurrence of an event of force majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this MOU.

G. Governing Law. This MOU shall be construed according to applicable federal and California substantive law to the extent not inconsistent with the express provisions of this MOU, unless federal law as to the Tribe or the City, or California law as to the City and County, prohibits such Parties from abiding by such express provision, in which case the provision will be deemed to be invalid and resolved, if possible, under the severability provisions in Section.

H. Rules of Construction/Joint Drafting. Notwithstanding the foregoing, California rules of construction shall be applied in interpreting this MOU. This MOU shall be deemed to have been drafted jointly by the Parties and shall not be construed as having been drafted by, or construed against, one party against another.

I. Term; Obligations to Continue.

1) The term of this MOU shall be from the Effective Date until December 31, 2030 unless sooner terminated by one of the following events: (1) the termination or expiration of the Intergovernmental Agreement; or (2) the mutual agreement of the parties to terminate or extend the MOU.

2) The Effective date shall be the date first written above or such later date as the Intergovernmental Agreement and the Amendment to the Agreement for Law Enforcement Services Between the City of Temecula and the County of Riverside implementing the terms of this MOU become effective, and taken together with the Intergovernmental Agreement shall meet the intergovernmental agreement requirements of Compact Section 10.8.8..

3) Unless specifically designated otherwise, all of the Parties' obligations under this MOU shall continue through the Term, including any extensions thereof. Notwithstanding the end of the Term, any covenant, term or provision of this MOU which, in order to be effective, or is necessary to enforce an unfulfilled material term of this MOU or obligation that may continue beyond the end of the Term shall survive termination.

J. Duplicate Originals. At least three copies of this MOU shall be signed and exchanged by the Parties each of which shall be considered an original document.

K. Obligation on Related Entities. This MOU binds the Parties and their departments, affiliates, agents, representatives, successors, contractors, officials and related entities, which such MOU shall also be reflected in a resolution of each Party's respective governing body approving the MOU.

L. Authority/Authorization.

1) The City, County and Tribe each represent and warrant that each has performed all acts precedent to adoption of this MOU, including but not limited to matters of procedure and notice and each has the full power and authority to execute this MOU and perform its obligations in accordance with the above terms and conditions, and that the representative(s) executing this MOU on behalf of each party is duly authorized to so execute and deliver the MOU.

2) In evidence of the above, each governing body shall execute formal resolutions indicating approval of this MOU and these resolutions are attached in Exhibits A, B, C, and D.

M. Notices.

1) Notices pursuant to this MOU and service of process in any judicial or arbitration proceeding is waived in favor of delivery of documents by (i) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery or (ii) by Certified Mail – Return Receipt Requested to the following:

2) For the Tribe:

Tribal Chairperson  
Pechanga Band of Luiseno Indians  
12705 Pechanga Road  
Temecula, CA 92592  
Tel: 951-676-2768

With a copy simultaneously delivered to:

Office of Legal Counsel  
Pechanga Band of Luiseno Indians  
12705 Pechanga Road  
Temecula, CA 92592  
Tel: 951-676-2768

Jerome L. Levine, Esq.  
Holland & Knight  
633 W. 5th Street, Suite 2100  
Los Angeles, CA 90071  
Tel: 213 896-2565

3) For the City:

City Manager  
City of Temecula  
43200 Business Park Drive  
Temecula, CA 92590  
Tel: 951-694-6444

With copy simultaneously delivered to:

Peter M. Thorson, Esq.  
Richards, Watson & Gershon  
355 South Grand Ave., 40th Floor  
Los Angeles, CA 90071  
Tel: 213-626-8484

4) For the County:

County Executive Officer  
Bill Luna  
County Administrative Center  
4080 Lemon Street - 4th Floor  
Riverside, California 92501  
(951) 955-1100

With copy simultaneously delivered to:

Sheriff Stanley Sniff  
Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501

Captain  
Southwest Station  
Riverside County Sheriff's Department  
30755-A Auld Road  
Murrieta, CA 92563

Pamela Walls, Esq.  
County Counsel  
County of Riverside  
3535 10th Street, Suite 300  
Riverside CA, 92501-3674

5) Each Party may change the names and address to which notices and service of process may be delivered by written notice to the such persons as listed in the subsection or by subsequent notice of changes.

**IN WITNESS WHEREOF**, the Parties hereby execute and enter into this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

**PECHANGA BAND OF LUISEÑO INDIANS**

BY: \_\_\_\_\_

Mark Macarro, Tribal Chairperson  
Pechanga Band of Luiseño Indians



**CITY OF TEMECULA**

---

Jeff Comerchero  
Mayor

Attest:

---

Susan Jones  
City Clerk

Approved as to Form:

---

Peter M. Thorson  
City Attorney

**COUNTY OF RIVERSIDE**

---

Chairman of the Board of Supervisors

Attest:

---

Deputy Clerk of the Board of Supervisors

Approved as to Form:

---

Deputy County Counsel

**SHERIFF OF RIVERSIDE COUNTY**

---

Stanley Sniff  
Sheriff of Riverside County