

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

462



**FROM:** Treasurer-Tax Collector and Executive Office

**SUBMITTAL DATE:**  
June 20, 2006

**SUBJECT:** Resolution No. 2006-277 referring to Funding Agreement and Memorandum of Understanding (MOU) for Tourism Fee between the County of Riverside and Agua Caliente Tribe of Cahuilla Indians.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached resolution No. 2006-277 which refers to the payment of a Tourism Fee by the Agua Caliente Tribe of Cahuilla Indians to the County of Riverside.
2. Approve the attached Funding Agreement between the County of Riverside and the Agua Caliente Tribe of Cahuilla Indians and authorize the chairman to sign the agreement.
3. Approve the attached MOU between the County of Riverside and the Agua Caliente Tribe of Cahuilla Indians and authorized the chairman to sign the MOU.
4. Direct the Auditor Controller to set up a Special Revenue Code for the accounting of the funds generated from the above referenced Funding Agreement.

**BACKGROUND:**

The Agua Caliente Tribe of Cahuilla Indians is in the process of developing a project on their reservation in the unincorporated territory of the County of Riverside. The project will include construction of a high rise hotel, a showroom, the expansion of existing casino facilities, a parking structure and related facilities owned and operated by the Tribe.

(BACKGROUND continued)

*Paul McDonnell*

PAUL McDONNELL  
Treasurer-Tax Collector

*Dan Martinez*

DAN MARTINEZ  
Deputy County Executive Officer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

**APPROVE**

County Executive Office Signature

*[Signature]*

FISCAL PROCEDURES APPROVED  
ROBERT E. BYRD, Auditor-Controller

BY *Francis I...* 6/21/06

Dep't Recomm.:  Policy  
Per Exec. Ofc.:  Policy  
 Consent  
 Consent

RECEIVED WATER WORKS DIVISION  
MAY 22 2006

3.51

**SUBJECT:** Resolution No. 2006-277 referring to Funding Agreement and Memorandum of Understanding (MOU) for Tourism Fee between the County of Riverside and Agua Caliente Tribe of Cahuilla Indians.

**Page 2**

**(BACKGROUND Continued)**

The Agua Caliente Tribe has approved the attached funding agreement and MOU that establishes a fund for payment of a tourism fee based on nightly paid hotel guest occupancy at the Agua Caliente Hotel identified in the agreement. The funding agreement is similar to the Transient Occupancy Tax typically received by cities. The fee is intended as compensation to the County for impacts to the County in providing public safety services in the area surrounding the hotel. The annual revenue to the County has been estimated to be approximately \$600,000, beginning when the hotel opens for business and increasing over the term of the agreement which will be in effect through December 31, 2020. The hotel is scheduled to open in September 2007.

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**RESOLUTION NO. 2006-277**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF RIVERSIDE  
APPROVING THE EXECUTION OF  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
AGUA CALIENTE BAND OF CAHUILLA INDIANS AND  
THE COUNTY OF RIVERSIDE  
FOR FUNDING OF PUBLIC SAFETY SERVICES,  
AND THE RELATED FUNDING AGREEMENT REGARDING  
AGUA CALIENTE HOTEL AND EXPANDED CASINO PROJECT**

WHEREAS, Agua Caliente Band of Cahuilla Indians is a federally recognized Indian Tribe (“Agua Caliente”) whose reservation is located within the geographical boundaries of the County of Riverside (“County”); and

WHEREAS, Agua Caliente seeks to develop the Project (“Project”) on its reservation, which Project shall include the development, construction, improvement and equipping of a high rise hotel, a showroom, the expansion of existing casino facilities, a parking structure and related facilities owned and operated by Agua Caliente; and

WHEREAS, the Project is designed to provide the County of Riverside with significant economic, commercial, cultural and other benefits, including but not limited to hotel and meeting space, banquet facilities, spa activities, business meeting and conference activities, seminar and academic activities, as well as a variety of entertainment, social and recreational activities; and

WHEREAS, as an element of the Project, the County of Riverside and Agua Caliente shall enter into a Memorandum of Understanding (MOU) for Funding Public Safety Services and a Funding Agreement regarding the Agua Caliente Hotel and Expanded Casino Project by which Agua Caliente shall collect a fee from hotel guests equal to Ten Percent (10%) of the base overnight hotel rate, which fee shall be paid over to the County of Riverside in order to help mitigate the impacts on County services created by the Project; and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors (the “Board”) of the County of Riverside, as follows:

Section 1. All of the above recitals are true and correct and the Board so finds and determines.

1           Section 2.     The Board hereby approves the proposed terms of both the MOU and the Funding  
2 Agreement between Agua Caliente and the County, and authorizes the Board's chairman to execute both  
3 documents on behalf of the County of Riverside.

4           Section 3.     The Clerk of the Board of Supervisors shall certify to the passage of this Resolution  
5 and shall cause the action of the Board in adopting the same to be entered in the official minutes of this  
6 Board of Supervisors.

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24       FORM APPROVED COUNTY COUNSEL

25           JUN 22 2006  
26       BY *Mink Jean*

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28       CC: MCT: mct

1 **FUNDING AGREEMENT**

2 **AGUA CALIENTE HOTEL AND EXPANDED CASINO PROJECT**

3 This FUNDING AGREEMENT ("This Agreement"), dated June 20, 2006 is between the County  
4 of Riverside, a political subdivision of the State of California ("County") and Agua Caliente Band of  
5 Cahuilla Indians ("Agua Caliente"), a federally recognized Indian Tribe whose Indian Lands are located  
6 within the geographical boundaries of the County.  
7

8 **RECITALS**

9 WHEREAS, the Tribe seeks to develop the Project ("Project") on the Reservation within the  
10 geographic boundaries and in the unincorporated territory of the County of Riverside ("County"), which  
11 Project shall include, among other things, the development, construction, improvement and equipping of a  
12 high rise hotel, a showroom, the expansion of existing casino facilities, a parking structure and related  
13 facilities owned and operated by the Tribe;

14 WHEREAS, the project is designed to provide the County of Riverside with significant economic,  
15 commercial, cultural and other benefits, including but not limited to hotel and meeting space, banquet  
16 facilities, spa activities, business meeting and conference activities, seminar and academic activities, as  
17 well as a variety of entertainment, social and recreational activities; and

18 WHEREAS, the Board of Supervisors (the "Board") of the County, has resolved to enter into this  
19 Agreement with Agua Caliente to establish a payment fund into which Agua Caliente shall pay a tourism  
20 fee for paid nightly hotel guests, [hereafter referred to as the "Fee"], based on each paid nightly  
21 occupancy for hotel guests of the Agua Caliente Hotel identified in this Agreement, the legal description  
22 of which is found in Exhibit A hereto. The fees shall be paid by Agua Caliente to the County during the  
23 term of this Agreement and is intended as compensation to the County for impacts to the County in  
24 providing services to the new hotel and the expanded casino being constructed by Agua Caliente on its  
25 Indian Lands within the County.  
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1 NOW THEREFORE, in consideration of the above recitals and the covenants hereinafter  
2 contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby  
3 acknowledged, the parties hereto agree as follows:

4 Section 1. Establishment of Fund and Payment of Fee.

5 The payment of the Fee shall accrue on a monthly basis, based on the number of transient persons  
6 [a person who occupies a paid room by agreement, for 30 days or less] occupying paid space in a hotel  
7 envisioned to be approximately 15 stories, and planned to open on the property described in Exhibit A  
8 hereto. The Fee shall be 10% (ten percent) of the base overnight hotel rate (the "Rate") charged and  
9 collected, as generated from each paid transient occupancy, excluding services, taxes, food and beverages,  
10 and will accrue monthly; and such amounts shall be paid to the County on a calendar monthly basis, such  
11 payment to be made within 60 days from the last day of each calendar month in which the Fee accrues.  
12 Agua Caliente shall pay the amounts directly to the Office of the Treasurer of the County of Riverside,  
13 California.

14 Section 2. Purposes for Establishment of Fund and Uses of Fee.

15 County and Agua Caliente (collectively referred herein as the "Parties") agree that the  
16 establishment of the Fund and payment of the Fee pursuant to this Agreement are not exactions or fees  
17 imposed as a condition of development, and therefore are not subject to the Mitigation Fee Act (California  
18 Government code Sections 66000, et seq.). The Parties acknowledge that the tribal contributions  
19 contemplated by this Agreement are being made by Agua Caliente as part of its compliance with Section  
20 10.8 of the Tribal-State Gaming Compact ("Compact") entered into by Agua Caliente and the State of  
21 California in September 14, 1999. The Parties also acknowledge that this Funding Agreement, by itself  
22 does not fully satisfy the requirements of Section 10.8 of the Compact. It is further agreed that the Tribe's  
23 payments of the Fee to the County shall not be construed as a credit against, or payment in lieu of, any  
24 other payments required to be made by the Tribe under state or federal law, including but not limited to  
25 payments made by the Tribe to the Indian Gaming Special Distribution Fund and other required program  
26 as set forth in the Compact.

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1 Furthermore, the County intends to use the Fund to offset and mitigate demonstrated impacts of  
2 the Project to the County and nearby cities' Public Safety programs. The County will use the Fund for  
3 Public Safety purposes to ensure that existing County's Public Safety Services to these impacted nearby  
4 cities are not affected by County services provided to the Project. For purposes of this Agreement, Public  
5 Safety Services shall consist of only police, fire, and emergency medical services.

6 Section 3. Term.

7 Once ratified, this Agreement shall remain in full force and effect until December 31, 2020.  
8 Thereafter, this Agreement shall automatically be extended for such periods of time as the Tribal-State  
9 Gaming Compact between Agua Caliente and the State of California is subsequently renewed, amended  
10 or extended.

11 Section 4. Annual Audit.

12 On an annual basis, the County shall be entitled to review audited financial statements of the hotel  
13 activity and shall be entitled to a full accounting of all receipts of hotel occupancy, and any other  
14 accounting materials that are relevant to the assessment of the Fees.

15 Section 5. Amendment.

16 At any time, if either party to this Agreement believes that changed circumstances require an  
17 amendment to the terms of this Agreement, on request by the party claiming the changed circumstances,  
18 authorized representatives of the parties will meet and confer to review the claimed changed  
19 circumstances on a government-to-government basis to determine if this Agreement should be so  
20 amended. If so, any amendment will be in writing, following the form of this Agreement, and signed by  
21 authorized representatives of each party to this Agreement.

22 Section 6. Assignment.

23 This Agreement may not be assigned by Agua Caliente without the formal written consent of the  
24 County, which consents shall be in the form of a written amendment to this Agreement and shall not be  
25 unreasonably withheld, delayed or conditioned.

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1           Section 7.     Hold Harmless/Indemnification.

2           Notwithstanding the provision of the establishment of the fund and payment of the fee to County  
3 by Agua Caliente, it is the express intent of the parties that each is an independent party, and nothing in  
4 this Agreement shall be interpreted or construed as creating or establishing a joint powers authority, joint  
5 venture, or any other relationship between the parties other than as separate legal entities.

6 Agua Caliente hereby agrees to indemnify and hold harmless all agencies, districts, special districts and  
7 departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected  
8 and appointed officials, employees, agents and representatives from any liability whatsoever, based or  
9 asserted upon any services of Agua Caliente, its officers, employees, subcontractors, agents or  
10 representatives arising out of or in any way relating to this Agreement, including but not limited to  
11 property damage, bodily injury, or death or any other element of any kind or nature whatsoever and  
12 resulting from any reason whatsoever arising from the performance of Agua Caliente, its officers, agents,  
13 employees, subcontractors, agents or representatives from this Agreement; and Agua Caliente shall, at its  
14 sole expense, including but not limited to all costs and fees, attorney fees, cost of investigation, defense  
15 and settlements or awards, defend all agencies, districts, special districts and departments of the County of  
16 Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials,  
17 employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

18           Section 8.     Notices.

19           Any written notice, statement, demand, consent, approval, authorization, offer, designation,  
20 request or other communication to be given hereunder shall be given to the party entitled thereto at its  
21 address set forth below, or at such other address as such party may provide to the other party in writing  
22 from time to time, namely:

23                     County Executive Officer  
24                     County of Riverside  
25                     4080 Lemon Street, 4th Floor  
26                     Riverside, CA 92501  
27                     Fax: (909) 955-1105 Phone: (909) 955-1100

28                     Agua Caliente Band of Cahuilla Indians  
                      Attn.: Tribal Council  
                      600 E. Tahquitz Canyon Way  
                      Palm Springs, CA 92262  
                      Fax: (760) 883-1379 Phone: (760) 325-3400



1 Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other  
2 communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally  
3 served or delivered, upon delivery, (b) if given by electronic communication, whether by telex,  
4 telegram, or teletype, upon the sender's receipt of an appropriate answer back or other written  
5 acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited in the  
6 United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d)  
7 if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight  
8 courier, or (e) if given by any other means, upon delivery at the address specified in this Section.  
9

10 Section 9. Warranties and Representations.

11 Each of the individuals signing this Agreement warrants and represents (i) the full power to enter  
12 into this Agreement on behalf of itself; (ii) that Agua Caliente is entitled to conduct business as described  
13 herein, (iii) that all actions and approvals have been taken which are necessary to make this Agreement a  
14 binding and enforceable obligation of each party; (iv) that the individual signing this Agreement is  
15 authorized to execute this Agreement, and (v) that the delivery, and performance of this Agreement is not  
16 in conflict with and will not cause an event of default under any agreement or instrument to which each is  
17 bound. An opinion from counsel representing the Agua Caliente specifically addressing the provisions of  
18 enforceability will be delivered with the executed copy of this Agreement.  
19

20 Section 10. Consent to Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion of  
21 Tribal Remedies.

22 By entering into or performing under this Funding Agreement or the accompanying Memorandum  
23 of Understanding, Agua Caliente does not waive, limit, or alter its sovereign immunity from unconsented  
24 suit or other proceedings except as expressly stated herein. Agua Caliente does hereby expressly and  
25 irrevocably waive its sovereign immunity from unconsented suit by the County, and only the County  
26 solely for the enforcement by the County of the express obligations undertaken by Agua Caliente toward  
27 the County in this Funding Agreement. For only this purpose, Agua Caliente hereby consents to such  
28 suits brought by the County in the State courts of the State of California (including any courts to which

1 appeals there from are available). Subject to the same limitations, Agua Caliente also hereby waives any  
2 application of the doctrine of exhaustion of tribal court remedies or any similar rule of comity with  
3 respect to tribal courts. These waivers do not extend, however, to any action by persons or entities not  
4 parties to this Agreement. Further, this waiver applies to permit the County to enforce any final judgment  
5 or court order against Agua Caliente in favor of the County pertaining to the enforcement of this Funding  
6 Agreement, as described above. Without in any way limiting the generality of the foregoing, Agua  
7 Caliente expressly authorizes any governmental authorities who have the right and duty under applicable  
8 law to take any action authorized or ordered by any court described above to take such action or otherwise  
9 give effect to any judgment entered in favor of the County as described above. Agua Caliente's Tribal  
10 Council shall execute a formal Resolution of Limited Waiver of Sovereign Immunity identical to attached  
11 Exhibit B concurrent with the execution of this Agreement. By Exhibit B, Agua Caliente does not waive,  
12 limit or modify its sovereign immunity from uncontested suit or proceeding except as provided herein.

13 Section 11. General.

14 This Agreement contains the entire agreement between the parties with respect to the matters  
15 herein provided for, and may only be amended by a subsequent written agreement signed on behalf of all  
16 the parties. This Agreement is entered into for the sole benefit of the parties hereto and there are no third  
17 party beneficiaries to this Agreement. Unless inconsistent with Federal law, which shall be supreme, the  
18 laws of the State of California shall govern the interpretation and enforcement of this Agreement.

19 The parties to this Agreement and their counsel have reviewed and revised this Agreement, and the  
20 normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against  
21 the drafting parties shall not be employed in the interpretation of this Agreement. If a provision of this  
22 Agreement is found to be void, illegal or unenforceable, then any such provision shall be stricken and the  
23 remaining provisions hereof shall, nevertheless, remain in full force and effect. Should any party to this  
24 Agreement commence a court action or proceeding against any other party with respect to this  
25 Agreement, the party or parties prevailing in such action or proceeding shall be entitled to receive from  
26 the losing party or parties its/their reasonable attorneys' fees, expert witness' fees, court costs and other  
27 costs incurred by it/their in prosecuting or defending such action or proceeding. The captions of the  
28 sections of this Agreement are provided for convenience only and shall not have any bearing on the

1 interpretation of any section hereof. This Agreement constitutes the complete and entire written  
2 agreement between the parties hereto and constitutes the complete expression of the terms of the  
3 Agreement. All prior and contemporaneous agreements, representations, and negotiations are superseded  
4 and merged herein. This Agreement may be executed in several counterparts, each of which shall be an  
5 original copy of the same agreement and which together shall constitute a single agreement.

6 Agua Caliente covenants that this Agreement and any tribal actions in furtherance of this  
7 Agreement do not require the approval of the Secretary of the Interior under Title 25 USC Section 18 and  
8 agree not to assert in any proceedings that this Agreement requires approval by the Secretary of the  
9 Interior under Title 25 USC Section 81 or that this Agreement is void or voidable because such approval  
10 has not been obtained.

11 County of Riverside

12  
13 By: Bob Buster  
14 Chairman, Board of Supervisors - Bob Buster

15 ATTEST:  
16 NANCY ROMERO, Clerk

17 By: [Signature]  
18 DEPUTY

19 Agua Caliente Band of Cahuilla Indians

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21 By: [Signature]  
22 Richard M. Milanovich  
23 Chairman, Tribal Council

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25  
26 FORM APPROVED COUNTY COUNSEL

27 JUN 22 2006

28 BY [Signature]



## RESOLUTION NO. 38-06

**WHEREAS**, the Agua Caliente Band of Cahuilla Indians (the "Tribe") is a federally-recognized Indian tribe, governing itself according to a Constitution duly approved by the Commissioner of Indian Affairs, as amended, and exercising sovereign authority over the lands of the Agua Caliente Indian Reservation; and

**WHEREAS**, the Tribe has approved a project (the "Project") for the expansion of the Agua Caliente Casino, to include construction of a hotel, increased gaming space, and related improvements, all located on the Agua Caliente Indian Reservation in the unincorporated area of the County of Riverside (the "County"); and

**WHEREAS**, in approving the Project, the Tribal Council adopted a series of measures to mitigate the off-Reservation environmental impact of the Project; and

**WHEREAS**, one of those mitigation measures was entering into a government-to-government agreement with the County of Riverside on the subject of that mitigation, especially regarding the County's increased costs for public services and traffic; and

**WHEREAS**, such a government-to-government agreement has now been negotiated between the staffs of the Tribe and the County, consisting of:

- a. Memorandum of Understanding between Agua Caliente Band of Cahuilla Indians and County of Riverside for Funding of Public Safety Services (the "MOU"), and
- b. Funding Agreement: Agua Caliente Hotel and Expanded Casino Project (the "Funding Agreement"); and

**WHEREAS**, the Tribal Council has reviewed the terms of the MOU and the Funding Agreement, and finds those terms to be satisfactory, including the terms of a Limited Waiver of Tribal Sovereign Immunity contained in Section 10 of the Funding Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Tribal Council of the Agua Caliente Band of Cahuilla Indians that:

1. The above MOU and Funding Agreement, and the terms thereof, including the Limited Waiver of Tribal Sovereign Immunity in Section 10 of the Funding Agreement, are hereby approved; and



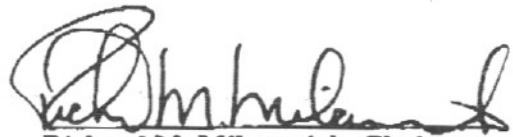
**TRIBAL COUNCIL**

Chairman, Richard M. Milanovich • Vice Chairman, Barbara Gonzales Lyons  
Secretary/Treasurer, Moraino J. Patencio • Member, Jeannette Prieto-Dodd • Member, Jeff L. Grubbe

**Resolution No. 38-06  
Page No.2**

2. The Chairman, or in his absence the Vice Chairman, is hereby authorized and directed to execute the above MOU and Funding Agreement on behalf of the Tribe, and to transmit copies to the County's Board of Supervisors for its approval. Thereafter, appropriate Tribal staff are hereby authorized and directed, subject to the supervision of the Tribal Council, to implement the MOU and Funding Agreement according to their terms.

**Dated: June 20, 2006**



**Richard M. Milanovich, Chairman**

**CERTIFICATION**

I, **THE UNDERSIGNED**, THE Secretary of the Agua Caliente Band of Cahulla Indians, hereby certify that the Tribal Council is composed of five members of whom 4, constituting a quorum, were present at a meeting whereof, duly called, and noticed, convened and held this 20<sup>th</sup> day of June 2006, and that the foregoing resolution was duly adopted at such meeting by the affirmative roll call vote of 5-0-0, Members and that said resolution has not been rescinded or amended in any way.



**Moraino J. Patencio, Secretary/Treasurer**

1 MEMORANDUM OF UNDERSTANDING  
2 Between  
3 AGUA CALIENTE BAND OF CAHUILLA INDIANS  
4 And  
5 COUNTY OF RIVERSIDE  
6 For  
7 FUNDING OF PUBLIC SAFETY SERVICES

8 THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 20th day of June,  
9 2006, by and between the AGUA CALIENTE BAND OF CAHUILLA INDIANS, acting through its  
10 Tribal Council ("Tribe"), a Federally-recognized Indian Tribe, and the COUNTY OF RIVERSIDE,  
11 CALIFORNIA ("County"). This Agreement is made with reference to the following.

12 RECITALS

- 13 1. The Agua Caliente Band of Cahuilla Indians is a Federally-recognized Indian Tribe governing  
14 itself according to a Constitution and exercising sovereign authority over the lands of the Agua Caliente  
15 Indian Reservation ("Reservation"), acting through its duly elected Tribal Council.
- 16 2. The County is a subdivision of the State of California, possessing full powers with respect to  
17 legislative affairs to regulate the territory under its jurisdiction and in accordance with the California  
18 Constitution and State law, and acting through its duly elected Board of Supervisors ("Board").
- 19 3. The Tribe seeks to develop the Project ("Project") on the Reservation within the geographic  
20 boundaries and in the unincorporated territory of the County of Riverside ("County"), which Project shall  
21 include, among other things, the development, construction, improvement and equipping of a hotel, a  
22 showroom, the expansion of existing casino facilities, a parking structure and related facilities owned and  
23 operated by the Tribe; and
- 24 4. The project is designed to provide the County of Riverside with significant economic, commercial,  
25 cultural and other benefits, including but not limited to hotel and meeting space, banquet facilities, spa  
26 activities, business meeting and conference activities, seminar and academic activities, as well as a variety  
27 of entertainment, social and recreational activities; and  
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1 5. The Tribe has adopted a Tribal Transient Occupancy Tax (Tribal Ordinance No. 36), which  
2 imposes a tax on the Guest of a hotel located on Tribal Trust Lands of the Reservation. Section 3.12.070  
3 of the Ordinance 36 states:

4 "The Tribe, acting through its council, by resolution, may designate the uses to  
5 which the funds collected and remitted to it in payment of this Tribal Transient  
6 Occupancy Tax will be devoted. Such resolution may include making a voluntary  
7 contribution of a stated amount or portion of such funds collected from a particular  
8 hotel to the city or county in which the said hotel is located."  
9

10 6. As an element of the Project, the County and the Tribe shall enter into a Funding Agreement by  
11 which the Tribe shall dedicate a fee from the Tribal Transient Occupancy Tax equal to Ten percent (10%)  
12 of the Hotel's cash room sales, which fee shall be paid to the County of Riverside in order to help mitigate  
13 the impacts on County services created by the Project on the terms and conditions specified in that  
14 Funding Agreement; and

15 7. The County will coordinate with surrounding affected cities in using the funds it receives from the  
16 above fee to offset and mitigate demonstrated off-Reservation impacts of the Project to the County and  
17 these nearby cities' Public Safety programs. The County will use these funds for Public Safety purposes  
18 to ensure that existing County's Public Safety services to these impacted cities are not affected by County  
19 services provided to the Project. For purposes of this MOU, Public Safety services shall consist of police,  
20 fire, and emergency medical services.  
21

22 GENERAL TERMS AND CONDITIONS:

23 1. All of the above recitals are true and correct and the County Board of Supervisors and Tribal  
24 Council so find and determine.

25 2. The Board and Tribal Council hereby approve the proposed form of the Funding Agreement  
26 between the Tribe and the County.  
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1 3. The Clerk of the Board of Supervisors shall certify to the passage and adoption of this MOU, and  
2 shall cause the action of the Board of Supervisors in adopting the same to be entered in the official  
3 minutes of the Board.

4 4. Term – The term of the commitment made in this MOU shall be as specified in the Funding  
5 Agreement.

6 5. Governing Law – Unless inconsistent with Federal law, which shall be supreme, the laws of the  
7 State of California shall govern the interpretation and enforcement of this MOU.

8 6. Modifications – Any alteration, change or modification of or to this MOU, in order to become  
9 effective, shall be made by written instrument or endorsement thereon and in each such instance executed  
10 on behalf of each party hereto by that party's authorized representative.

11 7. Approval – This MOU shall be approved by Resolutions of the Tribal Council and the County  
12 Board of Supervisors.

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15 RIVERSIDE COUNTY BOARD OF SUPERVISORS

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18 By: Bob Buster  
19 Bob Buster, Chairman

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22 ATTEST  
23 NANCY FOMERO, Clerk  
24 BY [Signature]  
25 DEPUTY

26  
27 AGUA CALIENTE BAND OF CAHUILLA INDIANS

28 By: [Signature]  
Richard M. Milanovich, Chairman

FORM APPROVED COUNTY COUNSEL

JUN 2 2 2006

BY [Signature]