

**FIRST AMENDMENT TO SAN MANUEL COMMUNITY GRANT FUND
RESTRICTED GRANT AGREEMENT**

THIS FIRST AMENDMENT to the San Manuel Community Credit Fund Restricted Grant Agreement (the "First Amendment") effective as of August 7, 2019 is entered into by and between San Manuel Band of Mission Indians, a federally recognized Indian tribe ("Tribe") and the City of San Bernardino, a California charter city and municipal corporation ("Grantee").

RECITALS

A. Tribe and Grantee entered into a Restricted Grant Agreement dated October 1, 2017 (the "Agreement") to support the efforts of Grantee's Police Department; and

B. Tribe and Grantee now desire to amend the Agreement to allow the purchase of traffic cameras instead of crime cameras as Grantee believes traffic cameras would be more advantageous for community policing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Section III (D)(1)(g) is deleted in its entirety.

2. Section III (D)(1)(h) is amended in its entirety to read in its entirety as follows:

"Purchase of Equipment: Traffic Cameras: Grantee shall use the Grant to purchase and install fourteen (14) automated license plate recognition traffic cameras to serve the Defined Area. The purchase and installation of the cameras shall be completed by December 31, 2019. The installation locations and use shall be determined by the SBPD following consultation with the Tribe."

3. Except to the extent herein amended, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, effective as of the date first written above.

TRIBE:

SAN MANUEL BAND OF MISSION
INDIANS, a federally recognized Indian tribe

By: 

Laurens Vosloo
Chief Financial Officer

GRANTEE:

CITY OF SAN BERNARDINO, a California
municipal corporation

By: 

Teri Ledoux
City Manager

SAN MANUEL COMMUNITY CREDIT FUND
RESTRICTED GRANT AGREEMENT
City of San Bernardino

This Restricted Grant Agreement (this “**Agreement**”) is entered into and made effective this October 1, 2017 (the “**Effective Date**”) between City of San Bernardino, a local government agency of the State of California (“**Grantee**”), located at 290 North D Street, San Bernardino, CA, 92418, and the San Manuel Band of Mission Indians, a federally recognized Indian tribe (“**Tribe**” and with Grantee collectively, the “**Parties**”), located on the San Manuel Indian Reservation, with a mailing address of 26569 Community Center Drive, Highland, CA, 92346.

I. GRANTEE’S STATUS. This grant is specifically conditioned upon Grantee’s status as an entity eligible to receive a grant from the San Manuel Community Credit Fund established by San Manuel pursuant to the Tribal State Compact between the State of California and the Tribe (“**Compact**”) in satisfying the criteria of being a local jurisdiction that provides law enforcement services that in part serve the needs of off-Reservation County residents as set forth in Sections 5.3(a)(1) & (2) of the Compact.

II. PURPOSE OF GRANT. The Parties acknowledge and agree that the purpose of Tribe’s Grant (as defined below) is to provide funding from the San Manuel Community Credit Fund in support of the efforts of the San Bernardino Police Department (“**SBPD**”) to improve police visibility and public safety in the community surrounding the San Manuel Indian Reservation (hereinafter “**Grant Project**”). The grant is made and shall be used only for the purposes and activities expressly described in this Agreement. The grant funds, which includes any interest earned on the funds (hereinafter collectively referred to as “**Grant**”), may not be used for any other purpose without prior written approval from Tribe.

III. OBJECTIVES AND SCOPE OF GRANT PROJECT

A. Grantee shall undertake and complete the Grant Project within thirty-nine (39) months of the Effective Date unless Tribe agrees in writing to alternative timelines. For the duration of the Grant Project, Grantee shall use the Grant solely to achieve the following objectives:

- Substantially increase visibility of the San Bernardino Police Department in the Defined Area (as that term is defined below in subsection C).
- Improve public safety in the Defined Area.
- Strengthen the Tribe’s relationship with its neighboring community.
- Further the Tribe’s collaboration with the City of San Bernardino to promote public safety.

B. Fulfillment of the objectives of the Grant Project shall be achieved through the accomplishment of the following strategic goals:

- Reduce crime and crime related problems through specific data-driven deployment of law enforcement resources, including SBPD police officers working on overtime shifts, Community Service Officers and trained citizen volunteers into the defined area.

- Install specialized equipment and technology to assist in addressing crime issues and deployment strategies impacting the Defined Area.
 - Increase the size, scope, and deployment of the Citizen Volunteer Program.
 - Host, through the SBPD or San Bernardino City Council member's office, an annual community meeting in the defined area to address any community policy issues.
- C. For purposes of the Grant Project and this Agreement, the "Defined Area" shall be designated as follows:
1. The western half of the C4 beat and the eastern extremity of the C1 SBPD beat. The central portion of the Defined Area is bounded by Arden Avenue on the west, Highland Avenue to the south, Orange Avenue to the east, and city limits to the north.
 2. The geographic limits of the Defined Area described above are represented visually on the map attached to this Agreement as Exhibit A, which shall control if there is a conflict between Section III.C.1 and Section III.C.2.
- D. The Grant shall be expended by Grantee in two phases (Phase I and Phase II) pursuant to the following schedule and parameters:
1. **Phase I (October 1, 2017 through December 31, 2017)**
 - a. Deployment of Personnel: Sworn Officers – Overtime: Grantee shall use the Grant to fund the equivalent of two (2) overtime shifts (not to exceed 20 hours total per day) for sworn SBPD police officers to operate exclusively in the Defined Area seven (7) days per week. The SBPD shall determine the number, specific duration, and purpose of service for the officers funded pursuant to this Section III(D)(1)(a). The assigned officers shall not leave the Defined Area unless they are required to respond to a high-priority call for service outside the area. In that instance, the SBPD shall make every effort for the assigned officer(s) to return to the Defined Area as soon as possible during that shift.
 - b. Deployment of Personnel: Community Service Officers / Parking Control Officers: Grantee shall use the Grant to fund the equivalent of twenty (20) overtime hours of work total per day by SBPD Community Service Officers ("CSO") or SBPD Parking Control Officers ("PCO") for seven (7) days per week, who shall provide traffic control or handle parking issues, traffic collision reports (CSO only) and basic crime reports (CSO only) exclusively in the Defined Area. The Department shall determine the specific number of officers, duration, and purpose of service for the PCOs and CSOs funded pursuant to this subsection Section III(D)(1)(b).
 - c. Deployment of Personnel: Citizen Patrol Volunteers: Grantee shall use the Grant to fund a Citizens Patrol comprised of qualified volunteers charged with observing, reporting, and conducting vacation checks in the neighborhoods located in the Defined Area. The number of Citizen Patrols shall depend on the number of volunteers and their availability.

The SBPD shall have sole responsibility for organizing, administering, and managing the Citizen Patrols.

- d. Purchase of Equipment: Police Vehicles: Grantee shall use the Grant to purchase two (2) police patrol vehicles for use by SBPD. Grantee shall begin the purchase process during Phase I and shall put each vehicle into service within one (1) year of the Effective Date. Grantee shall design, produce, and display on the police patrol vehicles, at Grantee's own cost and for the duration of the useful life of the vehicles, a high-quality decal that states the following: "This vehicle was made possible with funding from the San Manuel Band of Mission Indians." Grantee shall submit in advance to Tribe the proposed design and dimensions of the decal for Tribe's timely written approval, which shall not be unreasonably withheld.
- e. Purchase of Equipment: Citizens Patrol Vehicle: Grantee shall use the Grant to purchase one (1) vehicle to be used by the City's Citizens Patrol. Grantee shall begin the purchase process during Phase I and put the vehicle into service within one (1) year of the Effective Date. Grantee shall design, produce, and display on the Citizens Patrol vehicle a permanent, clearly visible decal, at Grantee's own cost and for the duration of the useful life of the vehicle that states: "This vehicle was made possible with funding from the San Manuel Band of Mission Indians." Grantee shall submit in advance to Tribe the proposed design and dimensions of the decal for Tribe's timely written approval, which shall not be unreasonably withheld, and shall further comply with any applicable requirements of Section VI(l) of this Agreement.
- f. Purchase of Equipment: Signage: Grantee shall use the Grant to create and install up to twelve (12) signs of durable construction, approximately 30 inches wide by 24 inches tall, at mutually agreed locations within the Defined Area that states: "Law Enforcement for this neighborhood funded in part by the San Manuel Band of Mission Indians." Grantee shall submit in advance to Tribe the proposed designs, dimensions, and materials to be used for the signs for Tribe's timely written approval, which shall not be unreasonably withheld, and shall further comply with any applicable requirements of Section VI(l) of this Agreement.
- g. Purchase of Equipment: Crime Cameras: Grantee shall use the Grant to purchase and install four crime cameras in the Defined Area to be monitored by the SBPD. Grantee shall begin the purchase process during Phase I and shall install the cameras within six (6) months of the Effective Date. The installation location of the crime cameras will be determined by the SBPD upon consultation with Tribe.
- h. Purchase of Equipment: Traffic Cameras: Grantee shall use the Grant to purchase and install ten (10) automated license plate recognition traffic cameras at an intersection in the Defined Area in order to monitor the traffic at that intersection. The purchase and planning process shall begin during Phase I and installation of the traffic cameras shall be completed

within one (1) year of the Effective Date. The installation location shall be determined by the SBPD upon consultation with Tribe.

- i. Purchase of Equipment: Miscellaneous Equipment: Grantee may use the Grant for the purchase of miscellaneous equipment deemed necessary for law enforcement and communications, such as video editing equipment. Grantee shall notify Tribe in advance and in writing of the intended purpose and cost of any miscellaneous equipment Grantee intends to purchase, and, for auditing purposes, forward to Tribe an itemized list of the miscellaneous equipment and costs within three (3) months of the purchase of the miscellaneous equipment.

2. Phase II (January 1, 2018 through December 31, 2020)

- a. Deployment of Personnel: For each calendar year of Phase II, Grantee shall use approximately 70-80% of the Grant to fund the staffing of a combination of SBPD personnel as follows:
 1. Sworn SBPD Personnel:
 - a. The equivalent of two overtime shifts (20 hours total) per day by sworn SBPD police officers to operate exclusively in the Defined Area (7) seven days per week; or
 - b. As overall SBPD staffing improves and allows in the future, an equivalent contingent of full-time, sworn SBPD officer positions who shall be assigned exclusively to the Defined Area for the duration of the Grant.

The SBPD shall determine the number of officers, shift assignments, specific duration, and purpose of service for officers funded pursuant to this Section III(D)(2)(a). The assigned officers shall not leave the Defined Area unless required to respond to a high-priority service call outside the Defined Area. In that instance, the SBPD shall make every effort for the officer(s) to return to the Defined Area as soon as possible during that shift.

2. Community Service Officers / Parking Control Officers:

CSOs or PSOs on an overtime basis, who shall provide traffic control, handle parking issues, traffic collisions (CSO only) and basic crime reports (CSO only) for residents in the Defined Area. The SBPD shall determine the specific number of officers, duration and purpose of service.

3. Citizen Volunteer Patrols: A Citizen Volunteer Patrol comprised of qualified volunteers charged with observing, reporting, and conducting

vacation checks in the neighborhoods within the Defined Area. The number of Citizens Patrols will depend on the number of volunteers and their availability.

4. Additional Personnel: Grantee may identify and hire additional SBPD personnel who would enhance the ability of the SBPD in its efforts to address crime trends and problems affecting the Defined Area. Such additional personnel shall serve police roles within the Defined Area in a manner that is visible to the public and reinforces the law enforcement presence in the Defined Area.
- b. Purchase of Equipment: Grantee shall use approximately 20-30% of the Grant each year to purchase equipment intended to support SBPD patrol and investigation functions affecting the Defined Area. Such equipment may include, but is not limited to, the following:
 1. Patrol vehicles or motorcycles;
 2. Patrol bicycles;
 3. Community Service Officer vehicles;
 4. Citizen Volunteer vehicles;
 5. Crime cameras;
 6. Automated License Plate Readers (mobile or fixed);
 7. Miscellaneous Equipment: Grantee may use the Grant for the purchase of miscellaneous equipment deemed necessary for law enforcement and communications, such as video editing equipment. Grantee shall notify Tribe in advance and in writing of the intended purpose and cost of any miscellaneous equipment Grantee intends to purchase, and, for auditing purposes, forward to Tribe an itemized list of the miscellaneous equipment and costs within three (3) months of the purchase of the miscellaneous equipment.

IV. AMOUNT AND PAYMENT OF GRANT. The Parties agree the total Grant amount is Four Million Two Hundred Thousand Dollars (\$4,200,000.00), payable in lesser annual installments to Grantee pursuant to the following schedule:

Phase I

Six Hundred Thousand Dollars (\$600,000.00) payable within 15 calendar days of full execution of this Agreement

Phase II

One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be divided into four payments to Grantee in the year 2018 on the 15th of January, April, July, and October

One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be divided into four quarterly payments to Grantee in the year 2019 on the 15th of January, April, July, and October

One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be divided into four quarterly payments to Grantee in the year 2020 on the 15th of January, April, July, and October

V. PERIOD OF GRANT; TERM OF AGREEMENT. The Grant shall be used exclusively to fund the Grant Project for the period from Effective Date through December 31, 2020 ("**Execution Period**"), pursuant to the requirements set forth in this Agreement.

VI. TERMS AND CONDITIONS OF GRANT. Grantee agrees that the Grant is subject to the following conditions:

a. Expenditure of Grant Funds.

1. Use of Funds. Grantee will spend the Grant only for the purposes of funding the Grant Project in accordance with Section III of this Agreement.

2. Payment of Funds to Related Parties of Tribe. No part of this Grant may be paid to any director, officer, employee or citizen (or their family members) of Tribe for any purpose.

b. Return of Funds. Grantee shall return to Tribe any and all Grant funds if Tribe determines in its reasonable discretion that either of the following apply:

1. Grantee has not performed in accordance with this Agreement; or

2. Any portion of the Grant is not used for the Grant Project.

c. Records, Audits, Site Visits. The Grant provided by Tribe will be accounted for separately in Grantee's books and records. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of the Grant funds. Grantee will retain original substantiating documents related to restricted Grant expenditures and make these records available for Tribe's review upon ten (10) days' prior written request. As a material term of this

Agreement, Grantee agrees to maintain adequate financial records pertaining to the Grant, and acknowledges that Tribe may require Grantee to produce written documentation related to Grant expenditures in a format appropriate to be forwarded by Tribe to the State of California in order to comply with Compact requirements, and Grantee agrees to timely comply with any such request. Tribe, or a designated representative, reserves the right, upon written notice, to conduct a site visit and/or audit Grantee's books and records relating to the expenditure of the Grant.

d. Reports.

1. Summary Report. Grantee shall submit a brief written summary report confirming Grant Project has been completed in accordance with terms of this Agreement.

2. Monthly Reports

(a) Statistical Crime/Enforcement Trends. Grantee shall submit a brief monthly report to Tribe's Chief Security and Risk Officer to include the following information:

(i) Summary of calls for service in the Defined Area (type and number)

(ii) Summary of crimes reported in the Defined Area (type and number)

(iii) Summary of arrests in the Defined Area (type and number)

e. Expenditures. Expenditures of the Grant must be made substantially in accordance with the requirements of Section III. Any material changes shall be subject to Tribe's prior written approval.

f. Licensing and Credentials. Grantee shall maintain, in full force and effect, all required governmental or professional licenses, credentials, authorizations, and approvals for itself, its facilities, equipment and employees, and all other persons engaged in work pursuant to this Grant.

g. Management and Organizational Changes. Grantee shall provide immediate written notice to Tribe if significant changes or events occur during the Execution Period which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in Grantee's management personnel, scope of governmental authority, or losses of funding from any other sources.

h. Termination.

1. By Either Party for Breach or Failure to Perform. Either Party hereto may terminate this Agreement upon not less than thirty (30) days' prior written notice to the other for failure on the part of such Party to perform a material obligation hereunder, or for a breach of such Party's representation or warranty made in this Agreement.

2. By Tribe for Cause Unrelated to Breach or Failure to Perform. Tribe may terminate this Agreement upon not less than thirty (30) days' prior written notice to Grantee for (i) Grantee's change in the fundamental mission, or (ii) Grantee's implication in an event, or series of events, of such notoriety or opprobrium that the continuation of this Agreement has or

will have a negative impact upon Tribe, its image or reputation, or (iii) Grantee's inability to fulfill the requirements for payment set forth herein.

3. By Tribe for Any Other Reason. Tribe may also terminate this Agreement for any reason, or no reason, in its sole discretion; provided, however, absent any breach hereof by Grantee, Tribe will pay the Grant only in accordance with this Agreement, including the cost of removal of All Identification. Grantee shall not be entitled to any other payment from, or legal or equitable remedy against, Tribe.

4. Removal of All Identification. Under all events of termination hereunder, Grantee shall, upon Tribe's written demand, immediately remove all signage and other identification from the facilities and all other places, things and sites wherever there are references to Tribe (collectively, "**All Identification**"), at Grantee's sole cost and expense. Grantee's removal of All Identification shall be completed as soon as reasonably practical, but in no event later than thirty (30) days after the notice of termination.

5. Cumulative Rights and Remedies. Except as limited above or elsewhere in this Agreement, the foregoing rights and remedies are cumulative of, and in addition to, any rights, remedies or recourses to which the terminating party may be entitled at law or in equity.

i. Public Reporting and Media. In recognition of the Grant it is the Parties' understanding that Grantee will express its appreciation and provide recognition publicly to Tribe. The Parties will mutually agree in advance on the manner of presentation and contents of such public recognition. Grantee will also disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings or methods developed through the Grant.

j. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement.

k. Identification of Tribe. Grantee shall ensure that Tribe is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the Grant. Grantee shall list Tribe as a funder or supporter in its annual report, if any. All proposed Grantee external communications regarding Tribe shall be submitted first to Tribe for its review and written approval.

1. Ownership and Use of Marks.

1. License. Grantee acknowledges and agrees that Tribe is the owner of all right, title and interest in and to Tribe's name and logo (collectively its "**Marks**") and that Grantee's use of the Marks pursuant to this Agreement inures to the benefit of Tribe. Tribe hereby grants Grantee a non-exclusive and non-transferable license, without the right to sublicense, to use the Marks solely in connection with providing recognition of the Grant pursuant to this Agreement. Grantee shall have no rights in or to the Marks, except as expressly granted herein. Tribe expressly reserves to itself all rights in and to the Marks not expressly granted to Grantee pursuant to this Agreement. The manner and use of the Marks shall comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and shall clearly indicate Tribe's ownership of the Marks as requested and approved by Tribe.

2. Approval Rights. All uses of the Marks by Grantee are subject to the prior written approval of Tribe. Grantee will submit to Tribe for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Marks (whether in print media, direct mail, television, radio, internet, email, billboard or in any other form, media or channel). Tribe will have the right to review and approve any copy containing reference to Tribe or including the Marks prior to its use by Grantee. Tribe will use its reasonable efforts to promptly review materials sent by Grantee for approval and will not unreasonably withhold or delay its approval. In no event shall Grantee make any unapproved changes to the Marks.

m. Selection of Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this Grant, Grantee retains full discretion and control over the selection process, acting completely independently of Tribe. There is no agreement, written or oral, by which Tribe may cause Grantee to choose any particular subgrantee.

n. No Agency. Grantee is solely responsible for all activities supported by the Grant, the content of any product or service created with or paid for by the Grant, and the manner in which any such product or service may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the Parties, and Grantee shall make no such representation to anyone.

o. Remedies. If Tribe determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision hereof, including but not limited to failure to submit reports when due, Tribe may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to Grantee hereunder or any other grant agreement, and Tribe may demand the return of all or part of the Grant funds not properly spent or committed to third parties, which Grantee will immediately repay to Tribe. Tribe may also avail itself of any other remedies available at law.

p. Waiver of Claims and Indemnification. Grantee waives any and all claims and recourse against Tribe, including the right of contribution for loss or damages to persons or property arising from, growing out of, or in any way connected with or incidental to fulfillment of the terms and conditions specified in this Agreement. Additionally, Grantee will indemnify, defend, protect and hold Tribe and its instrumentalities and entities, and all of the officers, managers, members, employees, agents and representatives thereof (collectively, the "**Indemnitees**"), harmless from any cost, expense, claim, demand, liability and/or damage, including reasonable attorney's fees and costs ("**Claims**"), arising out of or in connection with, in whole or in part, (i) any false or misleading representation made by Grantee, its agents, employees or delegated representatives in connection with this Agreement, (ii) Grantee's breach of any term of this Agreement, (iii) the performance of Tribe's obligations pursuant to this Agreement, or (iv) any claims or actions brought by third parties in connection with the Grant Project. Grantee further waives any and all Claims to the extent resulting from, relating to or arising out of (i) the facilities where the Grant project occurs and/or the operational activities of Grantee therein, including, without limitation, any disputes by, between or among third parties and Grantee (or Grantee's respective agents, subcontractors (if any), and employees) or its services, any personal injuries sustained by any person at or in connection with Grant Project, and/or any agreements with third parties entered into by Grantee or its agents in connection with the operation of the Grant Project, or (ii) the negligent acts or omissions or willful misconduct of Grantee or its agents, subcontractors (if any), or employees in connection with the subject matter of this Agreement.

The obligations of this Section VI (p) shall survive until the expiration of the statute of limitations applicable to the event giving rise to the Claims.

Grantee shall be responsible for obtaining a waiver consistent with this Section VI(p) from any and all subgrantees in favor of Indemnitees as described above.

q. Notices. All notices, requests, demands, or other communication permitted or required to be given under this Agreement shall be in writing and shall be deemed given or made when sent by United States certified or registered mail, return receipt requested and postage prepaid, or by a nationally recognized overnight courier, delivery fee prepaid, and in either case to the persons and at the addresses specified below:

If to Tribe:

Jerry Paresa, Chief Executive Officer
San Manuel Band of Mission Indians
26569 Community Center Drive
Highland, CA 92346

If to Grantee:

Andrea Miller
City Manager
City of San Bernardino
290 North D Street
San Bernardino, CA 92418

The persons and addresses set forth above, from time to time, may be changed by written notice sent as aforesaid to the other Party.

r. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

s. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral, written and other agreements between the Parties. This Agreement may not be amended or modified, except in a writing signed by both Parties.

t. Governing Law/ Jurisdiction. This Agreement shall at all times be governed by and construed in accordance with the laws of the State of California applicable to agreements made in California.

u. Non-Assignment. The Parties agree that none of the provisions of this Agreement shall be assigned or delegated to any other person or entity without the prior written consent of the other Party, which consent will be in the Party's sole and absolute discretion.

v. Successors and Assigns. The Parties agree that this Agreement shall be binding upon them and each of their respective successors and permitted assigns.

w. Amendment. This Agreement may only be amended in a writing signed by each of the Parties hereto.

x. Waiver. No waiver hereunder will be valid unless set forth in a writing signed by the Party to be bound thereby. Neither the failure nor any delay on the part of either Party to exercise any right or remedy under this Agreement shall operate as a waiver thereof.

y. Force Majeure. Each of the Parties shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control, including, but not limited to, acts of God, earthquake, fire, explosion, weather, disease, war, insurrection, civil strife, riots government actions, or power failure, provided that such performance shall be executed only to the extent of and during such disability.


z. Severability. In the event any portion of this Agreement or any amendments or addenda hereto shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement is in conflict with any applicable statute or rule of law, then such term or condition shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.


aa. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together shall constitute one and the same instrument.

The Parties have executed this Agreement as of the date first written above.

SAN MANUEL BAND OF MISSION INDIANS

CITY OF SAN BERNARDINO

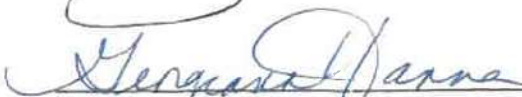
By: 
Jerry J. Paresa
Chief Executive Officer

By: 
Andrea M. Miller
City Manager

Approved as to form:
Gary D. Saenz, City Attorney

By: 
Lora Aude

ATTEST:


Georgeann Hanna, CMC, City Clerk