SUBJECT: Approval of Indian Gaming Local Community Benefit Committee Agreement for School Resource Officer and Gang Deterrence Officer

SOURCE: CITY MANAGER

In 2004, the City received a grant from the Indian Gaming Local Community Benefit Committee to pay a portion of the cost for the purchase of a new ladder truck and to retain a police officer. The City has implemented the agreement. The ladder truck is under order and the second school resource officer has been retained. The grant’s portion of the school resource officer is $30,000 per year. Additional costs have been covered by the Porterville Unified School District and the Burton School District by an agreement.

This year the City applied for monies to continue the school resource officer and to also hire sworn personnel to address gangs in the community. The City’s application was for a total of $130,000 and was allocated $30,000 to school resources and $100,000 to gang deterrence.

The Indian Gaming Local Community Benefit Committee after considering applications allocated a total of $115,978 to the City for this purpose. If the $30,000 is allocated out for the School Resources Officer, $85,978 remains for the Gang Deterrence Officer. The full cost of an officer in the first year, hiring at “C” step and including vehicle and equipment cost is about $124,000. Therefore, the allocated sum would cover about 8.5 months at full cost. Additional time could be added if an officer is hired at a lower step, vehicle expense is reduced through some economy or if Police Department funds are used for supplementation. At the latest, an officer would be hired for the function in October and possibly earlier depending on other factors.

This position will bring the force to 46 sworn position. If the sales tax measure is not successful and if monies are not available in future years from grant funds, monies are not apparent based upon the 2005/06 Fiscal Year budget structure to support the position. Therefore, to continue the position in future years, program monies will have to be reallocated within the Police Department, or other City programs will be modified, reduced or eliminated to continue the program for the 46th sworn police position.

As a matter of information, though the agreement has not been signed, the City has already received the monies from the State of California.

CM _______ APPROP _______ ITEM NO. 13
The availability of the Indian Gaming grant monies has been of great assistance for both the Porterville Police and Fire departments. The money has allowed the replacement of essential apparatus in the Fire Department that otherwise would have been very difficult to accomplish and has been a catalyst to increasing police staffing for the 2004/05 FY and 2005/06 FY.

City management wishes to express its great appreciation for the grants received to the Tule River Tribal Council and the Tulare County Indian Gaming Local Community Benefit Committee.

**Recommendation:**

- Authorize the 46th police sworn position;
- Authorize the Mayor to execute the Tulare County Indian Gaming Local Community Benefit Committee (CBC) Agreement for the grant of $115,978.
TULARE COUNTY
INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
AGREEMENT
GRANT OF FUNDS - 2005/2006

RECIPIENT: City of Porterville

The local jurisdiction designated above ("Recipient") is approved for a grant of funds in an amount not to exceed (amounts $115,978.00). This grant is affirmatively sponsored by Tule River Tribe and certified by the Tulare County Indian Gaming Local Community Benefit Committee ("Committee"), pursuant to California 2003 Senate Bill 621 Chapter 858 ("SB 621"). This grant is made to provide services as set forth in Attachment A (attachment includes the Application Form for fiscal year 2005/06), incorporated by reference, subject to the following terms and conditions.

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

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<tr>
<th>Authorized Signature for Committee:</th>
<th>Authorized Signature for Recipient:</th>
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<td>Printed Name of Person Signing:</td>
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<td>CAMERON HAMILTON</td>
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<td>Committee Chairperson</td>
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1. NOTICES

All correspondence and notices required or contemplated by this grant shall be delivered to the respective parties at the addresses set forth below. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

Committee: Cameron Hamilton, Chairman
C/O County Administrative Office
2800 W. Burrel Ave.
Visalia, California 93291

Recipient: John Longley
291 N. Main Street
Porterville, CA 93257

2. SOURCE AND SCOPE OF FUNDING

A. This grant award ("Agreement") is valid and enforceable only if sufficient funds are available to the Committee from the California State's Indian Gaming Special Distribution Fund for the purposes of this program and are released by the State Controller's Office. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted or otherwise imposed by the State of California, which may affect the provisions, terms, or funding of this Agreement in any manner.

B. It is mutually agreed that if the State does not appropriate or distribute sufficient funds for the program, this Agreement shall be amended to reflect a proportionate reduction in funds.

C. The Committee retains the option to amend this Agreement to reflect any reduction of funds.

D. The grant funds shall be disbursed directly to the Recipient by the State Controller's Office.

3. TERM

The term of this Agreement shall be from July 1, 2005, to and including June 30, 2006. This Agreement shall be subject to termination by the Committee immediately upon notice to the Recipient. Funds shall not be automatically renewed by the Committee upon or after the term of the Agreement except by either formal amendment or certified grants on multiyear basis as expressly approved by the Committee.

4. TERMINATION

1) Termination for cause:

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

   2) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representation of the Committee may immediately suspend performance by Recipient, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by Recipient to comply with provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

5. **DEFINITIONS**

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

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

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

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

      (1) Recipient shall not use any part of this grant money for any purpose that would support or fund, directly or indirectly, any effort related to opposition or challenge to Indian gaming in the state, and, to the extent any awarded grant is utilized for any prohibited purpose by any local government, upon notice given to the Local Community Benefit Committee by the Tule River Tribe from whose Individual Tribal Casino Account the awarded grant went toward that prohibited use, the grant shall terminate immediately, and any monies not yet used shall again be made available for qualified nexus grants.

      (2) Recipient shall provide notice to the public, either through a slogan, signage, or other mechanism, which states that the local government project has received funding from the Indian Gaming Special Distribution Fund and which further identifies the Tule River Tribal Casino Account from which the grant derives.

7. **REIMBURSEMENT OF FUNDS**

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

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

   A. Every Recipient of funds shall provide a copy of their annual financial audit to the Committee covering the fiscal year that funds are received or services provided pursuant to this Agreement. Such audit shall be performed by an independent auditor, using generally accepted accounting principles.
B. Every Recipient of funds shall provide a report of service performed as related to the use of grant moneys to the Committee on an annual basis. Such report shall contain all information required to enable the Committee to perform its duties.

C. Such financial audits and reports of service performed shall be submitted to the Committee Chairperson, or designee, on or before February 15, 2006.

D. The Committee reserves the right to conduct its own audit regarding the use of grant moneys by the Recipient.

E. Every three years the State Auditor shall conduct an audit regarding the allotment and use of moneys from the Indian Gaming Special Distribution Fund by the Recipient of the grant moneys. Recipient shall fully cooperate with this audit and shall provide all requested information and/or documentation.

F. Recipient shall retain such reports, and all records associated with this Agreement for at least five (5) years following the close of the fiscal year in which this Agreement is in effect or until any county, state or federal audit are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by recession or otherwise. Recipient agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.

G. Books and records shall be maintained in accordance with general accounting standards for books and record keeping and shall be made available upon request by the Committee in either Tulare or Sacramento counties.

9. PUBLIC DISCLOSURE OF DOCUMENTS

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

10. GOVERNING LAW AND VENUE

A. This Agreement, and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

B. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Agreement.

C. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Tulare, State of California. Recipient waives the removal provisions of California Code of Civil Procedure section 394.

11. SUBCONTRACTOR FOR WORK OR SERVICES

A. Committee does not recognize subcontractors under this Agreement. Committee holds Recipient solely responsible for the performance of all duties and obligations under this Agreement. Recipient agrees and understands that Committee does not enter into, or assume any legal relationship with any subcontractor of Recipient for performance under this Agreement. Recipient agrees to remedy any and all breaches of any agreements with any
subcontractor, and further agrees that Recipient may not look to Committee for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. Any and all subcontractor(s) shall conform to all requirements of the Committee and any Agreement between the Recipient and Committee. Copies of subcontractor agreements between participating third parties, if any, and Recipient, shall be submitted to the Committee within 30 calendar days from the start date of the Agreement.

C. An organizational chart should be provided by Recipient for any new Agreement term illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the Recipient in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term.

12. INDEPENDENT CONTRACTOR

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

13. INDEMNIFICATION

Recipient shall defend, indemnify and hold harmless the Committee from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Committee in any claim or action based upon such liability.

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

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

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Recipient from indemnifying the Committee to the fullest extent allowed by law.
14. INSURANCE

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

A. Workers’ Compensation:

If the Recipient has employees as defined by the State of California, the Recipient shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Committee, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Recipient’s performance of its obligations hereunder. Policy shall name the Committee as an Additional Insured. Policy’s limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

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

2) The Recipient’s insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed $100,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Tulare’s Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention’s unacceptable to the Committee, and at the election of the County’s Risk Manager, Recipient’s carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention’s as respects this Agreement with the Committee, or 2) procure a bond
which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Recipient shall cause Recipient’s insurance carrier(s) to furnish the County of Tulare with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Tulare prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Committee receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage’s set forth herein and the insurance required herein is in full force and effect. Recipient shall not commence operations until the Committee has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) The provisions of this Agreement shall to construed to apply to all subcontractors working for Recipient pursuant to this grant. Subcontractors shall not commence operations until they have complied with the provisions of paragraph 3) above.

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

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

15. ASSIGNMENT

This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written consent of Committee, as approved and authorized by formal action of the Committee.

16. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may authorize any alteration or revision to this Agreement on behalf of the Committee. The parties
expressly recognize that individual Committee members, advisory committee members, or staff to the Committee is without authorization to either change or waive any requirements of this Agreement without formal action of the Committee.

The parties recognize that the project, as proposed in the grant application, may not be able to be constructed without additional funding from another source, such as federal funding. In the event additional funds are delayed or denied, Recipient shall have discretion to apply the funds received from this grant to begin construction of the project. In the event additional funds are unavailable, Recipient shall have discretion to apply the funds received from this grant to fulfill or complete part of the proposed project. Recipient shall provide the Committee, in Attachment A, with a description of the work to be completed based on the actual award of funds.

17. **WAIVER AND SEVERABILITY**

Any waiver by Committee of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. **OFFICIAL DOCUMENTS**

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

19. **CONFLICT OF INTEREST**

Recipient agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Recipient for this purpose, from the making of any decision on behalf of the Committee in which such officer, employee or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any Committee decision which has the potential to confer any pecuniary benefit on Recipient or any business firm in which Recipient has an interest, with certain narrow exceptions.

Recipient agrees that if any facts come to it’s attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the Committee designated representative and provide all information needed for resolution of this question.

20. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**
Recipient certifies that the individual signing herein has authority to execute this Agreement on behalf of Recipient, and may legally bind Recipient to the terms and conditions of this Agreement, and any attachments hereto.

21. COMPLIANCE WITH LAW

Recipient shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Recipient in any action against Recipient, whether Committee be a party thereto or not, that Recipient has violated any such ordinance or statute, shall be conclusive of that fact as between Recipient and Committee.

22. CONFLICTS IN INTERPRETATION

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

23. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Agreements of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement shall be by the provisions of the section entitled “Alteration and/or amendment” herein.
ATTACHMENT A:

SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

Application attached.

jlangleysb 621/Recipient MOU/amended 6-2-05
TULARE COUNTY INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE
Application For FY 2005-2006 Grant

A. Name of Jurisdiction: City of Porterville

B. Name of Project: Addition of Gang Deterrence Officer — Police Department

C. Impacts associated with Eagle Mountain casino? See attached application (On a separate sheet(s) of paper, describe the impact(s) associated with the Tribal casino and/or gaming. Please include historical data if available)

D. Type of grant for which you are applying: (60% Nexus or 20% non-Nexus)

60% Nexus Grant ✒

Please circle the letters that apply: (A minimum of two criteria must be met.)

(A) Local Government Jurisdiction borders the tribal land on all sides;
(B) Local Government Jurisdiction partially borders tribal land;
(C) Local Government Jurisdiction maintains a highway or road that is the predominant access to a casino that is located within 4 miles;
(D) All or part of the Local Government Jurisdiction is located within 4 miles of the casino.

- 50% awarded (on a pro-rata basis) to jurisdictions meeting all four Nexus criteria
  - 30% awarded to jurisdictions meeting three of the Nexus criteria
  - 20% awarded to jurisdictions meeting two of the Nexus criteria

(Please check the appropriate circle above)

20% Non-Nexus Grant ✒

These 20% Non-Nexus Grants are intended for local jurisdictions impacted by casinos of tribes paying into the Special Distribution Fund.

20% Non-Nexus Grant ✒

Grants awarded in this category are discretionary and are limited to addressing service-oriented impacts and providing assistance with one-time large capital projects related to Indian gaming impacts.
D. (i) The following uses are the priorities for the receipt of grant money. Please check the priorities the project satisfies:

- Law enforcement
- Mitigate Environmental Impacts
- Waste Disposal
- Fire Services
- Emergency Medical Services
- Water Supplies
- Behavioral Health
- Recreational & Youth Programs
- Public Health
- Child Care Programs
- Planning & Adjacent Land Uses
- Roads
- Other (Briefly describe) ____________________________

E. On a separate sheet of paper, please provide the following:

1. A complete description of the project;
2. A discussion of the impacts on your jurisdiction associated with the Eagle Mountain Casino; and,
3. An explanation of how the proposed project will mitigate impacts of the casino.
4. Amount of funding requested through this application: $130,000

F. What will be the total cost of the project? $170,000

G. Name other sources of funding, if any, that will be contributed to the project and the amount provided by each source: See attached application

H. Will the project be competitively bid? ________Yes ________No Not applicable.

I. Is the project subject to Public Works requirements? ________Yes ________No

J. What is the project time frame? See attached application

K. Is the Tribal sponsorship letter attached? ________Yes ________No
   (To be considered for funding this application must include a Letter of Support from the Tribal Chairman or designated authority)

L. Legal address of jurisdiction (or applicant): 291 N. Main Street, Porterville, California, 93257.

M. Federal Tax ID #: 94-6000398

N. Contact Person: Name John Longley, City Manager
   Phone: (559) 782-7466 Fax(661) 362-4008 Email jlongley@ci.porterville.ca.us
C. Impacts Associated with Eagle Mountain Casino:

The Eagle Mountain Casino operation consists of two separate facilities. The main Casino visited by patrons is located on the grounds of the Tule River Indian Reservation, approximately 17 miles east of the City of Porterville. However, vital operations are also conducted at the Tule River Economic Development Corporation (TREDC) Industrial Park located within the City of Porterville. As the nearest substantially-sized community, and as the site of a major operational facility, the Tule River Indian Tribe and the Eagle Mountain Casino are inextricably linked to the City of Porterville with a wide variety of direct and indirect impacts on service delivery. Those impacts include the following:

1. **Law Enforcement to Warehouse and Maintenance Facility.**

The City of Porterville Police Department is the primary law enforcement agency for the Eagle Mountain Casino warehouse and maintenance facility located within the TREDC Industrial Park. Services include periodic patrols and response to calls for service and response to alarms. The TREDC facility is located at the Porterville Municipal Airport that is separated from the developed portions of the City by approximately four miles, most of which is outside the jurisdiction of the City. This presents a challenge to the Police Department because patrols of the area require taking a vehicle outside of the more concentrated portions of the City and outside of the City boundary for a substantial period of time.

Police Department records indicate there have been 16 calls for service to the TREDC Industrial Park over the most recent one-year period. This site is unique in the City of Porterville, which makes comparisons to other industrial locations difficult. The calls included a substantial number of traffic and parking concerns, and also included several burglar alarm responses, suspicious activity reports, and other miscellaneous incidents.

2. **Law Enforcement to Casino.**

The main Casino facility is located on the Tule River Indian Reservation and receives law enforcement protection from the Tulare County Sheriff’s Department. The City of Porterville participates in a mutual aid agreement with the Sheriff’s Department that requires the City to provide backup law enforcement, if possible. Due to the number of patrons using the Casino, especially during special promotional events, any moderately-sized disturbance or incident is likely to require such backup assistance. Furthermore, the City of Porterville periodically participates in joint enforcement task forces and similar activities that may, at some time, include a connection to the Casino’s patrons or employees.
In addition, the Eagle Mountain Casino operates two shuttle bus routes within the City of Porterville, serving four bus stops -- the Porterville Best Western Inn, the Santa Fe Depot Senior Center, Wal-Mart and the City Transit Center. The concentration of patrons at the bus stops, particularly at the Porterville Best Western Inn, presents a potential law enforcement concern that requires periodic patrols of the various locations.

3. Traffic Enforcement Related to Casino.

The Porterville Police Department provides traffic enforcement related to nearly all traffic associated with the Eagle Mountain Casino. Approximately 350 employees per day drive on City streets to the warehouse and maintenance facility at the TREDIC Industrial Park. Employees park on the public street and ride shuttle buses to the main Casino facility. Shuttles run every two hours, twenty-four hours per day, seven days per week. In addition, the Casino operates two shuttle bus routes serving a total of four stops within the City, with service running seven to eight times per day, depending upon demand. Finally, nearly all traffic to the Casino, both individual vehicles and shuttle buses, utilize State Highway 190 through the City of Porterville. The Police Department has primary responsibility for traffic enforcement along this roadway. A representative of the Eagle Mountain Casino conservatively estimated that the facility serves approximately 1,000 patrons per day, the substantial majority of whom arrive by personal vehicle and the majority of those are believed to originate within the City of Porterville.

4. All Other Services to Warehouse and Maintenance Facility.

In addition to the specific impacts to public safety identified above, the City provides a complete range of services to the Eagle Mountain Casino warehouse and maintenance facility. Such services include, but are not limited to, the following:

- Domestic Water Service
- Sanitary Sewer Service
- Road Maintenance
- Land Use Planning
- Recreation (for employees and their families)
- Refuse
- Economic Development
- Street Sweeping
- Fire Protection Services

5. Indirect Service Impacts.

The presence of the Eagle Mountain Casino (including both the main facility and the warehouse and maintenance facility) creates a variety of indirect demands for services related to the presence of employees and tribal members within the City, the effects of the Tribe’s Casino-funded economic development activities, and “multiplier” effects.
According to their representatives, the Eagle Mountain Casino employs approximately 600 people. Based on their shuttle service records and other information, these representatives estimated approximately 450 employees reside within the City of Porterville. Census records indicate approximately 680 Native Americans reside in Porterville. Based on that information and conversations with tribal representatives, it is estimated that up to 200 tribal members may reside within the City of Porterville. All tribal members have at least an indirect connection to the impacts and benefits of the Casino. Including employees' families, as much as 3% of the entire population of Porterville has a real connection to the Casino and its economic success. In addition, the entire Tule River Indian Reservation, and most of those employees not residing within the City of Porterville, are within Porterville's market area, indicating that the majority of residents and employees travel to Porterville to shop and conduct other business. These employees and their families and the tribal members generate demands on all municipal services.

The Tule River Indian Tribe has also committed a portion of their gaming revenues to economic development activities, some of which occur within the City of Porterville. In particular, the Tribe has founded Tule Aero Industries, at the Porterville Municipal Airport. This facility employs approximately 15 people to retrofit private aircraft. While the City of Porterville is strongly supportive of such efforts, to the extent that Casino revenues are used to fund similar projects, there will be ongoing demands for services for these industries, as well as those more directly related to gaming.

Finally, the economic activity related to the Eagle Mountain Casino creates spin-off effects (multipliers) as each employee or firm doing business with the Casino purchases additional goods and services and helps support additional firms within the City. As a rule of thumb, each new service industry job can be expected to create an additional two to three jobs throughout the local economy. Of course, each such business also generates both revenues to the City and demand for the entire scope of City services.
60% Nexus Grant

D.
The Eagle Mountain Casino operation consists of two separate facilities. The main Casino visited by patrons is located on the grounds of the Tule River Indian Reservation, approximately 17 miles east of the City of Porterville. However, vital operations are also conducted at the Tule River Economic Development Corporation (TREDC) Industrial Park located within the City of Porterville. The TREDC Industrial Park is owned by the Tribe and is operated by the Tule River Economic Development Corporation. An application has been submitted to the U. S. Department of the Interior to accept the Industrial Park as Federal Trust Land. The Casino leases a 10,000 square foot building from the TREDC for uses including warehousing, Casino offices, employee parking (with shuttle service), employee and patron shuttle bus parking and maintenance, equipment repair and maintenance, and a variety of other activities. These activities are thoroughly integrated into the Casino operations and are considered by both the City and the Tribe to be a part of the Eagle Mountain Casino. Throughout the remainder of the application, these operations will be referred to as the Eagle Mountain Casino warehouse and maintenance facilities.

a. Local Government Jurisdiction borders the tribal (Indian) land on all sides:
The Eagle Mountain Casino warehouse and maintenance facilities are located on the north side of Yowlumne Avenue, east of West Road, within the TREDC Industrial Park. The entire Industrial Park is surrounded on four sides by land within the Porterville City Boundary (see map).

b. Local Government Jurisdiction partially borders tribal (Indian) land:
The Eagle Mountain Casino warehouse and maintenance facilities are located on the north side of Yowlumne Avenue, east of West Road, within the TREDC Industrial Park. The entire Industrial Park is surrounded on four sides by land within the Porterville City Boundary (see map).

c. Local Government Jurisdiction maintains a highway or road that is the predominant access to a casino that is located within 4 miles:
All of the main roads serving the Eagle Mountain Casino warehouse and maintenance facilities are maintained by the City of Porterville. Such roads include the streets internal to the TREDC Industrial Park (Yowlumne Avenue, Yaudanchi Road, and Wukchumni Avenue) as well as West Road, which is the sole access road leading to the Industrial Park, and Scranton Avenue, which is one of two main roads leading to West Road. Scranton Avenue has not been annexed into the City of Porterville but is maintained by the City under an agreement with the County of Tulare.

d. All or part of the Local Government Jurisdiction is located within 4 miles of the casino.
The warehouse and maintenance facilities of the Eagle Mountain Casino are located on the north side of Yowlumne Avenue, east of West Road within the TREDC Industrial Park. The entire Industrial Park is surrounded on four sides by land within the Porterville City Boundary (see map).
E:

1. A complete description of the project:

In Fiscal Year 2004/2005, the Tulare County Indian Gaming Local Community Benefit Committee awarded grant funds to the City of Porterville for the purchase of a Fire Department ladder truck and to partially fund the hiring of a police officer. The City used the $30,000 grant awarded to the Police Department to hire a School Resource Officer, who also provides service to the TREDJC site. The City was able to do this through a cost-sharing agreement with the two local school districts in Porterville. The addition of a second School Resource Officer has contributed to a quicker response time to calls for police services at Porterville schools. The officers deal with crime issues, fights, gangs, and other incidents occurring on school campuses. Clearly, this program will contribute to a safer learning environment at our local schools. Services provided by the officer at the TREDJC site improves and facilitates public safety to this facility.

In Fiscal Year 2005/2006, the City of Porterville requests $30,000 to continue funding for the School Resource Officer. This program has proven its value and goes far in improving the safety of children in our schools.

The City of Porterville is also seeking to hire and retain one police officer that will serve in a primary role as a Gang Deterrence Officer. As the community of Porterville is experiencing growth, with this growth has come some “big city” problems such as gangs. The gang situation in Porterville has grown considerably over the past few years. A rise in gang activity and violence is creating a significant challenge to the Police Department and raising the fear of residents. The addition of a Gang Deterrence Officer would go far in combating the growing gang problem. If granted, a supplemental duty of this officer would be to provide law enforcement services directly to Indian lands and associated Casino operations within or near the City of Porterville. The Gang Deterrence Officer may also be assigned to assist the law enforcement activities of a primary local mutual aid agency within Southeastern Tulare County. The southeastern quadrant of Tulare County includes the entire Tule River Indian Reservation, both major Casino facilities (on the Reservation and within the City of Porterville), and all streets and highways with a significant amount of Casino-related traffic.

The City of Porterville is additionally requesting grant funds in the amount of $100,000 for the personnel costs (salary and benefits), equipment costs, and associated costs of the police officer position. The primary duties and responsibilities of the Gang Deterrence Officer would include, but not be limited to:

- Monitoring and tracking gang members and their activities;
- Coordinating the Police Department’s enforcement efforts in combating gangs;
- Serving as representative and liaison to the Tulare County Gang Task Force;
- Raising community awareness and providing training on gang issues;
- Assisting the community in response/action to deal with gangs;
- Working with youth in prevention efforts.

This program will be of great value, as youth ranging in age from 14 to 22 years are targeted for gang
membership. Recent research studies reveal that gangs have reached the youth living on Indian Reservations.

2. A discussion of the impacts on your jurisdiction associated with the Eagle Mountain Casino:

- **Law Enforcement to warehouse and maintenance facility.**

  The City of Porterville Police Department is the primary law enforcement agency for the Eagle Mountain Casino warehouse and maintenance facility located within the TREDC Industrial Park. Services include periodic patrols and response to calls for service and response to alarms. The TREDC facility is located at the Porterville Municipal Airport that is separated from the developed portions of the City by approximately four miles, most of which is outside the jurisdiction of the City. This presents a challenge to the Police Department because patrols of the area require taking a vehicle outside of the more concentrated portions of the City and outside of the City boundary for a substantial period of time.

  Police Department records indicate there have been 16 calls for service to the TREDC Industrial Park over the most recent one-year period. This site is unique in the City of Porterville, which makes comparisons to other industrial locations difficult. The calls included a number of traffic and parking concerns, and also included several burglar alarm responses, suspicious activity reports, and other miscellaneous incidents.

- **Law Enforcement to Casino.**

  The main Casino facility is located on the Tule River Indian Reservation and receives law enforcement protection from the Tulare County Sheriff’s Department. The City of Porterville participates in a mutual aid agreement with the Sheriff’s Department that requires the City of Porterville to provide backup law enforcement, if possible. Due to the number of patrons using the Casino, especially during special promotional events, any moderately-sized disturbance or incident is likely to require such backup assistance. Furthermore, the City of Porterville periodically participates in joint enforcement task forces and similar activities that may, at some time, include a connection to the Casino’s patrons or employees.

  In addition, the Eagle Mountain Casino operates two shuttle bus routes within the City of Porterville, serving four bus stops – the Porterville Best Western Inn, the Santa Fe Depot Senior Center, Wal-Mart, and the City Transit Center.) The concentration of patrons at the bus stops, particularly at the Porterville Best Western Inn, presents a potential law enforcement concern that requires periodic patrols of the various locations.

- **Traffic Enforcement Related to Casino.**

  The Porterville Police Department provides traffic enforcement related to nearly all traffic associated with the Eagle Mountain Casino. Approximately 350 employees per day drive on City streets to the warehouse and maintenance facility at the TREDC Industrial Park.
Employees park on the public street and ride shuttle buses to the main Casino facility. Shuttles run every two hours, twenty-four hours per day, seven days per week. In addition, the Casino operates two shuttle bus routes serving a total of four stops within the City, with service running seven to eight times per day, depending upon demand. Finally, nearly all traffic to the Casino, both individual vehicles and shuttle buses, utilize State Highway 190 through the City of Porterville. The Police Department has primary responsibility for traffic enforcement along this roadway. A representative of the Eagle Mountain Casino conservatively estimated that the facility serves approximately 1,000 patrons per day, the substantial majority of whom arrive by personal vehicle and the majority of those are believed to originate within the City of Porterville.

• **All Other Services to Warehouse and Maintenance Facility.**

In addition to the specific impacts to public safety identified above, the City provides a complete range of services to the Eagle Mountain Casino warehouse and maintenance facility. Such services include, but are not limited to, the following:

1. Domestic Water Service
2. Sanitary Sewer Service
3. Road Maintenance
4. Land Use Planning
5. Recreation (for employees and their families)
6. Refuse
7. Economic Development
8. Street Sweeping
9. Fire Protection Services

• **Indirect Service Impacts.**

The presence of the Eagle Mountain Casino (including both the main facility and the warehouse and maintenance facility) creates a variety of indirect demands for services related to the presence of employees and tribal members within the City, the effects of the Tribe’s Casino-funded economic development activities, and “multiplier” effects.

According to their representatives, the Eagle Mountain Casino employs approximately 600 people. Based on their shuttle service records and other information, these representatives estimated approximately 450 employees reside within the City of Porterville. Census records indicate approximately 680 Native Americans reside in Porterville. Based on that information and conversations with tribal representatives, it is estimated that up to 200 tribal members may reside within the City of Porterville. All tribal members have at least an indirect connection to the impacts and benefits of the Casino. Including employees’ families, as much as 3% of the entire population of Porterville has a real connection to the Casino and its economic success. In addition, the entire Tule River Indian Reservation, and most of those employees not residing within the City of Porterville, are within Porterville’s market area, indicating that the majority of residents and employees travel to Porterville to shop and
conduct other business. These employees and their families and the tribal members generate demands on all municipal services.

The Tule River Indian Tribe has also committed a portion of their gaming revenues to economic development activities, some of which occur within the City of Porterville. In particular, the Tribe has founded Tule Aero Industries, at the Porterville Municipal Airport. This facility employs approximately 15 people to retrofit private aircraft. While the City of Porterville is strongly supportive of such efforts, to the extent that Casino revenues are used to fund similar projects, there will be ongoing demands for services for these industries, as well as those more directly related to gaming.

Finally, the economic activity related to the Eagle Mountain Casino creates spin-off effects (multipliers) as each employee or firm doing business with the Casino purchases additional goods and services and helps support additional firms within the City. As a rule of thumb, each new service industry job can be expected to create an additional two to three jobs throughout the local economy. Of course, each such business also generates both revenues to the City and demand for the entire scope of City services.

3. **An explanation of how the proposed project will mitigate impacts of the Casino:**

In addition to duties as School Resource Officer and Gang Deterrence Officer, these additional officers will help to ensure that sufficient staffing is available to enhance patrols to the Eagle Mountain Casino warehouse and maintenance facility. The additional resources will also allow for adequate traffic enforcement on roadways serving the Eagle Mountain Casino. Finally, the additional officer would ensure continuity of law enforcement coverage in the event the Sheriff’s Department finds it necessary to invoke the existing mutual aid agreement.
G. Name other sources of funding, if any, that will be contributed to the project and the amount provided by each source:

The School Resource Officer is funded through a cost-sharing agreement as follows:

- City of Porterville $ 30,000
- Porterville Unified School District $ 28,000
- Burton School District $ 12,000

J. What is the project time frame?

The Gang Deterrence Officer will be hired within six months of authorization of funding. The intent is to continue and maintain the School Resource Officer position added in 2005.