

# Rincon Band of Luiseño Indians

One Government Center Lane | Valley Center, CA 92082



## REQUEST FOR PROPOSALS (RFP)



### WASTE CHARACTERIZATION ASSESSMENTS AND MASTER TRANSFER STATION DEVELOPMENT PLAN

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# INTRODUCTION

The Rincon Band of Luiseno Indians (“Rincon Tribe”), a federally-recognized Native American Tribe, seeks proposals from qualified firms with proven experience and professional expertise to conduct Waste Characterization Assessments (“Waste Assessments”) and, if justified by those assessments, to develop a Master Transfer Station Development Plan.

The Waste Assessments will involve collection and analysis of residential, commercial (consisting of total of approximately 20 small businesses and facilities, including institutions such as schools, churches, and a clinic), and government waste generated on the Rincon Reservation. These analyses will inform the need for a Master Transfer Station Development Plan. Development of a Master Transfer Station Development Plan will ensure a coherent overall vision and plan for development of the Rincon Transfer Station along with estimated costs for planning purposes, as well as prioritization of proposed projects.

Funding for both components of this project is being provided by a grant from U.S. EPA.

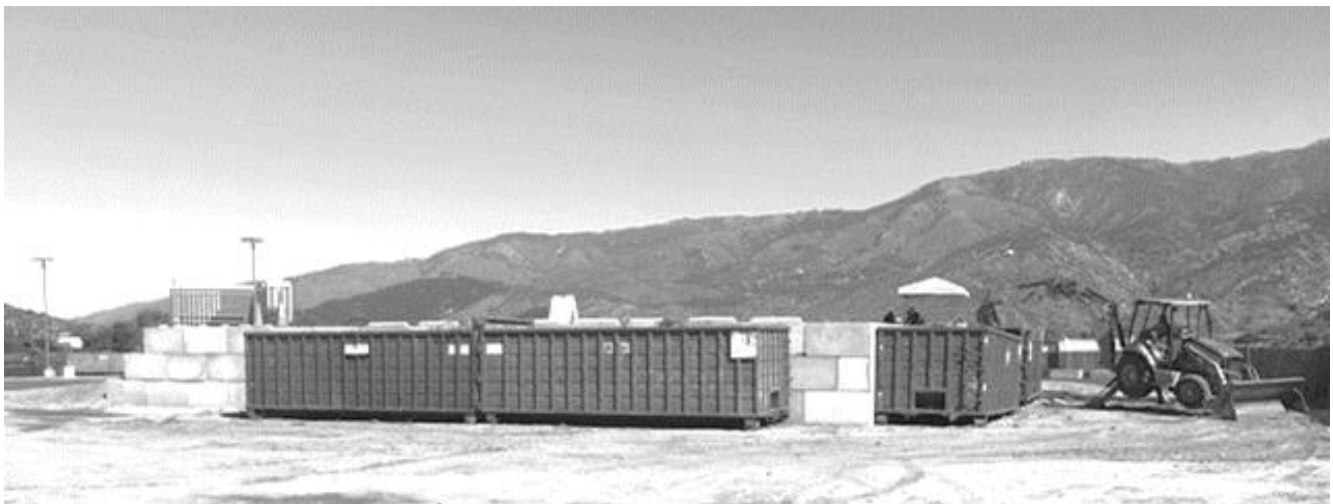


## ISSUES ADDRESSED

The Rincon Tribe generates recyclables, compostables, and reusables; most of which are currently part of the waste stream collected by the tribe and by private waste collection companies and delivered to nearby landfills. Diversion of these materials could result in lower waste management costs and less waste sent to disposal facilities.

Waste assessments would identify opportunities to divert materials from the waste stream. Waste assessment results may justify the improvement of the Rincon Transfer Station to better facilitate waste stream material diversion.

The Rincon Transfer Station currently exists as unimproved land where solid waste and household hazardous waste (HHW) materials are temporarily stored without a cohesive process for separating and protecting wastes. Without an overall vision for the transfer station with sequenced projects, future development of the transfer station runs the risk of duplication or conflicting designs.



Waste Assessments for the Rincon Band of Luiseño Indians are needed to provide an analysis of the Reservation's waste stream, identify sources of waste generation, quantify the waste generated, identify the types of waste generated, and identify recycling and waste minimization opportunities that could aid in the efficient and sustainable management solid waste on the Reservation. Waste characterization activities would typically be performed by manually sorting samples from residential, commercial (consisting of total of approximately 20 small businesses and facilities, including institutions such as schools, churches, and a clinic), and government solid waste into distinct waste categories. Conducting waste assessments allows one to more clearly understand what types and how much of each kind of item is being thrown away in the community and establishes a baseline for the amount of those items being disposed. The results help to identify any disposal method needs, prioritize programs and services, measure the effectiveness of waste management methods currently being employed, and can address both the environmental and economic needs of the tribe.

Waste assessment results may justify the improvement of the Rincon Transfer Station, and therefore the development of a Master Transfer Station Development Plan to better facilitate waste stream material diversion. The results of the Waste Assessments will help to identify any disposal method or recycling needs, prioritize programs and services, measure the effectiveness of waste management methods currently being employed, and identify any waste-related environmental and economic needs of the tribe.

For the Transfer Station, the Rincon Tribe is seeking the development of approximately 4.1 acres of land, of which 2.2 acres is currently being used to transfer residential, green waste, household hazardous waste (HHW),



tires, scrap metal, large appliance, and e-waste, and approximately 1.9 acres being used as a stockpile area for gravel, sand, and class 2 aggregate base material for the Rincon Tribe's General Services Department. The Rincon Master Transfer Station Development Plan will provide a conceptual facility plan, offering the Rincon Tribe a multi-phased approach to the development of the site, assisting the Tribe with future funding needs and a vision for long term site planning.

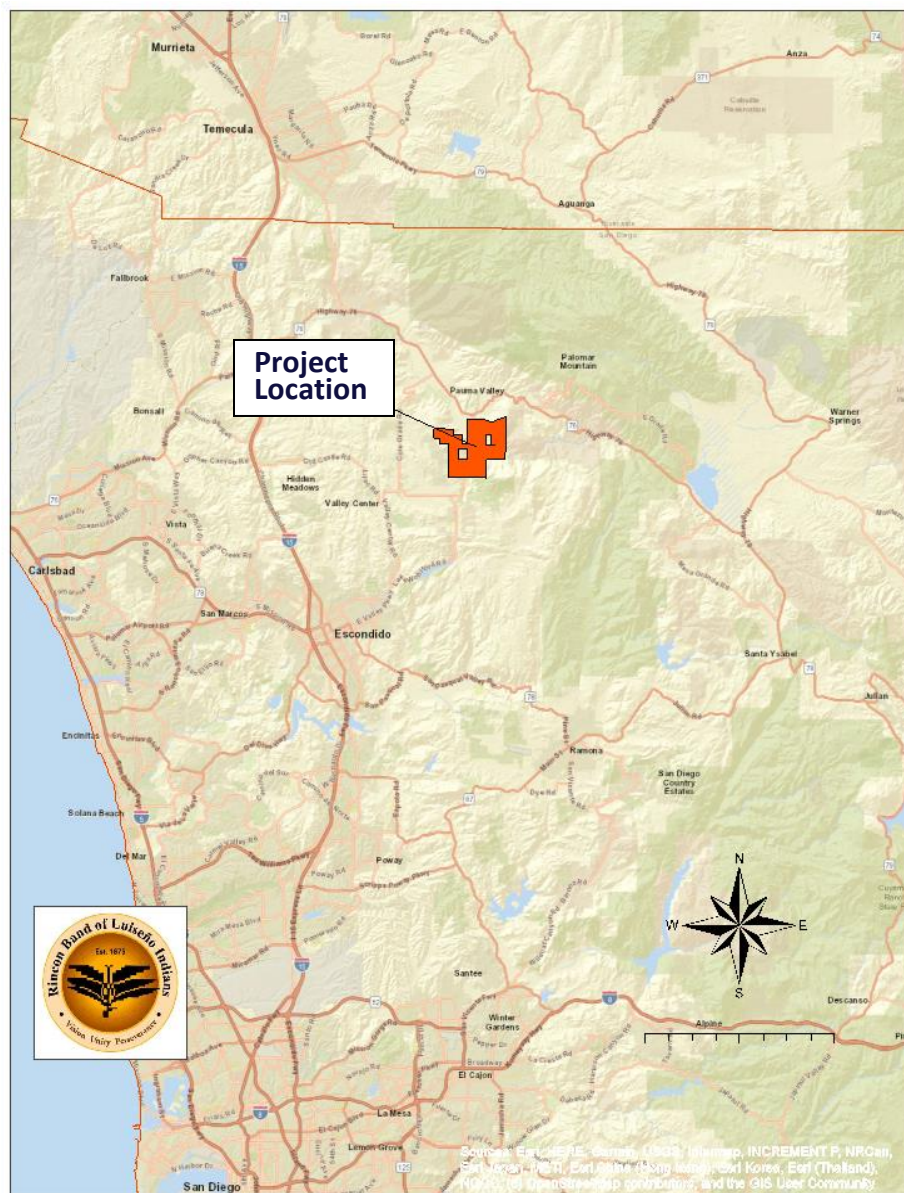
The Plan will propose improvements to the facility layout such as better segregating materials, providing secondary containment and/or canopies to the existing household hazardous waste (HHW) and waste management areas, improving storm water drainage, and enhancing traffic flow.

The Plan will consist of phased implementation, supporting a more integrated system of waste management, reduction, reuse, recycling, innovative technology, customer service and



# PROJECT LOCATION & BACKGROUND

**Figure 1: General Location**



Established in 1875, the Rincon Tribe is a federally recognized Indian tribe that occupies a 4,688-acre (7.3 square mile) reservation located approximately 12 miles northeast of Escondido and 42 miles north of the City of San Diego, California (see *Figure 1, Location*). The Reservation is situated within the Rodriguez Mountain and Boucher Hill U.S. Geological Survey 1:24,000 quadrangles, S6/Valley Center Road extends south to Escondido giving access to the Reservation and to Interstate 15. To the north, Valley Center Road connects to State Route 76, an east-west route transiting several of the reservations located along the San Luis Rey

The Rincon reservation contains residences, government offices, small businesses, and a destination resort casino. The total transient population from residential, government, businesses, and the resort is estimated to be approximately 7,000 people per day. A description of these populations and the current disposal methods are as follows:

**Residential:** The residential population of the reservation is approximately 1,800 people, living in approximately 382 homes. In addition to the year-round population of the Rincon Reservation, there are also visitors to the Reservation, including relatives and friends of reservation residents.

Approximately half of the residents receive curbside pickup service from the Rincon government-operated trash collection service, and the remainder are responsible for disposing of their own trash. Residents disposing of their own trash have the option of either contracting directly with curbside waste pickup services conducted by local off-reservation waste disposal companies such as EDCO Disposal or Waste Management, or taking their trash directly to County landfills or transfer stations. The three privately owned residential mobile home parks on the reservation have community dumpsters and utilize EDCO Disposal to haul away their collected trash.

**Harrah's Resort Southern California ("Resort"):** Caesar's Entertainment, Inc. operates Harrah's Resort Southern California, which is located on the reservation and attracts visitors from outside the reservation. The Resort includes 1,065 rooms spread between three hotel towers, 10 restaurants, 10 bars, 2 shopping outlets, a spa and parking for patrons. The Resort currently employs approximately 2,000 people. Both of these numbers fluctuate from time to time. Resort employees are present on the reservation both day and night, and contribute to the waste stream of the reservation. Patrons from the casino and resort include both day and overnight visitors, and as such, contribute significantly to the overall reservation waste stream. The Resort uses EDCO for waste disposal services. The Resort currently has its own recycling, food waste bio digesting, and other solid waste reduction programs.

\*\* The conducting of a waste assessment for the Resort is not a part of the scope-of-work for this RFP \*\*.



**Commercial:** A collection of approximately 20 small businesses and institutions, including churches, and a school, are scattered throughout the reservation contribute to the reservation's waste stream. Some of these small businesses are tribally-owned, and some are non-tribally (privately) owned. The Indian Health Council, Inc. medical clinic and Tribal Court are included in this small business category. The total number of employees of the above businesses, excluding Harrah's Resort Southern California, is currently unknown.

These small businesses are responsible for their own waste disposal. Almost all of the businesses have their own dumpsters and use either EDCO or Waste Management waste disposal services for their trash. No information is currently known about the types and volumes of waste generated or materials recycled or diverted from landfill by any of the businesses on the reservation other than Harrah's Resort Southern California.

**Tribal Government:** The majority of tribal office employees are present on the reservation during the day, and a limited number are present overnight; all contribute to the waste stream of the reservation. The Rincon Tribe currently has approximately 150 employees. The Tribe's trash truck is unable to lift and empty dumpsters; therefore, the six Rincon Government buildings receive trash pick-up service of their dumpsters from EDCO Disposal.

The Rincon Tribe operates a transfer station that was created in 2009. The transfer station is located south of the San Luis Rey River and west of Valley Center Road and has an area of 2.23 acres. A material stockpile area of 1.89 acres lies adjacent; an aerial view of the transfer station and materials stockpile area is shown below in *Figure 2*.

**Figure 2. Rincon Transfer Station Aerial View**



The transfer station is open on Thursdays and Saturdays for Tribal members (presenting ID) to bring their own residential waste to the site for disposal for free. The transfer station is not currently open for use by non-tribal member residents or the general public. A 1.89 acre material stockpiles area (decomposed granite, gravel, etc.) lies immediately adjacent to the Transfer Station. The materials stockpile area will retain this purpose, but is to have improvements proposed for it such as drainage, laying of concrete or asphalt pads, area cover, erosion/sedimentation prevention, etc.) in the Transfer Station Master Development Plan.

In order to assure uniformity of the proposals, all proposals should be organized and their sections labeled with tabs as shown below.

1. Table of Contents
2. Business Profile & Legal Structure
  - a. Legal name, address, phone, fax, email, and website address.
  - b. Information for lead contact in regards to proposal submission
  - c. Brief history of the business including date the business was established.
  - d. List of services provided by the business.
  - e. Total number of employees.
3. Experience
  - a. List of the five (3) most relevant or comparable contracts completed by your firm within the past ten (10) years. For each, provide a narrative that includes:
    - i. The assigned project personnel;
    - ii. Scope of services provided;
    - iii. Dollar amount of the contract;
    - iv. Contractual performance standards versus your actual performance;
    - v. The contracting entity's contact person, email address, and telephone number; and
    - vi. A summary of how your company delivered services.
4. Personnel
  - a. Provide your staff capacity for meeting the requirements of this project;
  - b. Identify the employees who will be assigned to this project, and
  - c. For each full-time employee assigned, provide a resume or CV.

## 5. Project Approach

- a. Discuss your understanding of the project scope and objectives.
  - i. These objectives should include:
    1. Well formulated procedures;
    2. Knowledge of analysis design and validation;
    3. Sound methodology for gathering and analyzing data;
    4. Accurate, complete and well organized documentation of the results that easily can be disseminated to the Rincon Environmental Department.
- b. Include a waste assessment methodology to define proposed procedures. Note that the winning bidder will be expected to provide all personnel that will partake in the waste assessment sorts. Separate residential, commercial, resort, and tribal government waste assessments are to be conducted.
  - i. For each waste assessment the methodology should include:
    1. Proposed location for each waste assessment (such as the Rincon Transfer Station, the Waste Disposal company location after waste collection, etc.)
    2. Proposed solid waste categories
    3. Description of solid waste data to be collected (weight, volume, count, etc)
    4. Description of training, oversight, and quality control of activities to ensure consistent data are collected
    5. How the waste assessment results will be focused to inform the Master Transfer Station Development Plan



- c. Include a Transfer Station Master Development Plan methodology to define proposed procedures:
    - i. Development of a site concept to accommodate the goals of this project
    - ii. Proposed improvements to facility layout to better segregate materials
    - iii. Proposed addition of secondary containment and/or canopies to HHW and waste management areas
    - iv. Improvements to storm drainage
    - v. Enhancement of traffic flow
    - vi. Additions of components as specified in the Scope of Services section of this document.
    - vii. Development of Conceptual Facility Plan
    - viii. Development of a phased list of projects - with an associated engineer's cost estimate for each phase - required to achieve the Conceptual Facility Plan. This phased list and cost estimate will assist the Rincon Tribe in its search for grants and/or other project financing.
  - d. Highlight unique services and management tools that give your firm a competitive advantage over the competition.
  - e. Include cost saving measures your firm can bring to the table such as geographical proximity, industry expertise, etc.
  - f. Describe your controls to ensure the quality of the end product.
  - g. Propose additional performance measures including why the performance measure is important, if applicable.
5. **Cost:** Provide a detailed breakdown of the proposed cost of the services for this RFP
6. **Project Schedule:** Provide a reasonable schedule for completion of the project.

The Rincon Band seeks to retain a firm to conduct Waste Assessments and prepare a Master Transfer Station Development Plan for the Rincon Band of Luiseño Indians and provide an analysis of the Reservation's waste stream, identify sources of waste generation, quantify the waste generated, identify the types of waste generated, and identify recycling and waste minimization opportunities that could aid in the efficient and sustainable management solid waste on the Reservation.

## Waste Assessments

The selected firm will be responsible for conducting the waste characterization activities and completing a Waste Assessment Report, including providing all personnel participating in waste assessment activities. The Contractor is responsible for contacting waste disposal companies or Rincon General Services and arranging to obtain representative trash samples after collection of



commercial, tribal government, and residential waste and deciding on the best location for the sort (e.g., Rincon Transfer Station, waste disposal company site, etc.). The Resort will not be included in the waste assessments.

The Waste Assessment Report will inform a decision on whether a Transfer Station Development Plan is required; the Waste Assessment results will justify the need for improvements to the Transfer Station and consequently, development the Master Transfer Station Development Plan. The results of the Waste Assessment Report will help to identify any disposal method needs, prioritize programs and services, measure the effectiveness of waste management methods currently being employed, and identify any waste-related environmental and economic needs of the tribe.

## Master Transfer Station Development Plan

The Rincon Master Transfer Station Development Plan (Plan) will provide a conceptual facility plan for both the Transfer Station and Material Stockpile areas, offering the Rincon Tribe a multi-phased approach to the development of the site, assisting the Tribe with future funding needs and a vision for long term site planning.

The Plan will propose improvements to the facility layout such as better segregating materials, providing secondary containment and/or canopies to the existing household hazardous waste (HHW) and waste management areas, improving storm water drainage, and enhancing traffic flow. Improved storage areas will not encroach into the material stockpile area. The Plan will consist of phased implementation, supporting a more integrated system of waste management, reduction, reuse, recycling, innovative technology, customer service and education. Deliverables will include a phased, prioritized list of projects and approximate associated costs, providing the Tribe a roadmap for efficient, ordered, and thoughtful implementation.



The selected firm will be responsible for writing a Master Transfer Station Development Plan that provides a coherent overall vision and a plan of improvement implementation for the Transfer Station and Material Stockpile areas.

Transfer Station layout improvements may include:

1. Areas with containment and cover to separate and store materials, such as concrete pads with containment
2. Grading and storm water drainage
3. Designated traffic flow for vehicle drop off
4. Infrastructure such as automatic gates, weigh scales, and security systems
5. Utility lines (electric, water, septic)
6. Electronic documentation or software recommendations
7. Recommendations for creating a more integrated system of waste management, reduction, reuse, recycling, innovative technology, customer service and education
8. Installation of a new, climate-controlled, office structure with restrooms, running water, eye wash station and storage for spill kit and safety equipment (PPE)
9. Electric/automatic gate and weigh scale (weighbridge)
10. Improved signage
11. Security camera/surveillance system with sensors and security lights
12. 3-Bay structure with secondary containment for residential special, universal, and HHW (including proper storage solutions allowing for the separation of incompatibles and flammable materials), e-waste, and tires
13. 1-Bay structure over the existing ramp disposal area
14. 1-Bay structure for composting operations (for enclosed commercial composter units and associated supplies)
15. 1-Bay structure for mulching operation (use of a tub grinder and associated supplies)
16. Storage area for pick up trucks, fork lift, backhoe and other equipment



17. Modified grading plan for the site and recommendations for any drainage structures (i.e., catch basin, etc.)
18. Concrete or asphalt pads/areas in the covered structures to help prevent contamination of ground and surface water
19. Recommendations for electronic documentation of incoming waste quantities (i.e., check-in form) using waste management software to allow for data entry and analysis elsewhere on the computer network of inventory
20. A separate 3-Bay structure with secondary containment for special, universal, and HHW generated by the Tribal Government (including proper storage solutions allowing for the separation of incompatibles and flammable materials)
21. Storage area for junked vehicles

Material Stockpile Area improvements shall include, but are not limited to:

1. Drainage improvements / sedimentation and erosion prevention
2. Concrete or asphalt pads to prevent soil and groundwater contamination
3. Area cover

Transfer Station improvements should not extend into the Material Stockpile Area.

Note that the Master Transfer Station Development Plan scope of work does not include any permits or construction.



# DELIVERABLES

Deliverables for the Waste Assessments and Transfer Station Master Development Plan (if the results of the waste assessments indicate that development of the transfer station is desirable and recommended) will include the following:

1. Waste Assessment Report (3 hardcopies plus an Adobe Acrobat .pdf file of the complete report) containing:
  - a. Summarizes of waste assessment activities and data collected (in narrative form as well as in Excel spreadsheets)
  - b. A description of data trends using tabular and/or graphical representation
  - c. Recommendations for reducing solid waste streams
  - d. Recommendations for reducing solids waste disposal costs
2. Master Transfer Station Development Plan (3 hardcopies plus an Adobe Acrobat .pdf file of the complete report) containing:
  - a. Recommendations for creating a more integrated system of waste management, reduction, reuse, recycling, innovative technology, customer service and education
  - b. A conceptual Transfer Station facility map
  - c. A conceptual grading plan
  - d. A prioritized list of recommended Transfer Station and Material Stockpile Area improvements based on results of Waste Assessments with rationalizations
  - e. A relative schedule for installing improvements with timeline and sequencing, so that improvements are built in a logical order (e.g. grading occurs before pouring concrete)
  - f. Approximate costs of each Transfer Station improvement

Deliverables for both the Waste Assessments and Transfer Station Master Development Plan will also include flash drive(s) or digital downloads of all GIS (shapefile or geodatabase format), and/or Autocad files (.dwg format), generated for the project/report. Deliverables for the Waste assessments shall also include copies of the raw data collected during the sorts.

Projects will be reviewed and evaluated based on completeness and how directly they address the evaluation criteria referenced in the *Selection Process and Criteria* section of this document.

After the eligibility criteria have been met the Rincon Environmental Department will rank the projects based on the evaluation criteria. During the review and selection process, the Rincon Environmental Department may request additional information from the project applicants to further define the project. If necessary, and in coordination with project applicants, proposed projects may be modified to match the available funds.

Once a project is selected for funding, the Rincon Environmental Department will provide the applicant with instructions on the next steps. In general, after notice of award and submission of an acceptable work plan, the Rincon Environmental Department will issue a Contract for the proposed project. The Contract will also require funding recipients to provide monthly progress reports and invoices to the Rincon Environment Department depending on project duration.

## QUESTIONS AND CLARIFICATIONS

Proposers may submit written questions or requests for clarification by email until 4:30 PM May 20, 2022. Questions or requests for clarification should be directed to Camille Merchant, Environmental Director, at [environmental@rincon-nsn.gov](mailto:environmental@rincon-nsn.gov).

# SELECTION PROCESS & CRITERIA

Proposals will be evaluated by the Rincon Environmental Department with consultation from other personnel as needed. During the evaluation process, the Rincon Tribe reserves the right to request additional information or clarifications from those submitting proposals. The Rincon Tribe will award a contract based on the following selection criteria:

1. Completeness, technical competence and clarity of the Proposal.
2. Quality and experience of the personnel to be assigned to the project.
3. List of applicable qualified studies over the last five (5) years.
4. Knowledge and experience working on similar projects including evidence of satisfactory completion on time and within budget cost.

Based on responses, a short-list of firms may be selected to interview. The Rincon Environmental Department, in its sole discretion, may interview none, one, some or all of the Proposers. The Rincon Environmental Department will select the firm to be retained and reserves the right to reject any or all proposals received in response to this RFP.

Firms will not be compensated for any costs related to preparing their proposals, including travel expenses during the selection and interview process. Any lobbying of Rincon Band staff will negatively impact the consideration of the firm



# SUBMISSION DETAILS & ADDRESS

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All submissions for responding to this RFP must be submitted in digital form or four (4) paper copies, delivered to our office no later than **4:30 PM, Friday, May 27, 2022**. Extensions of time will not be granted.

Please direct your proposal to:

Camille Merchant  
Environmental Director  
Rincon Band of Luiseno Indians  
One Government Center Lane  
Valley Center, CA 92082  
Phone: (760) 749-1051  
Email: [environmental@rincon-nsn.gov](mailto:environmental@rincon-nsn.gov)

Electronic Submissions in response to this RFP will be accepted as long as they meet the following criteria:

- Sent via email to: Camille Merchant, e-mail: [environmental@rincon-nsn.gov](mailto:environmental@rincon-nsn.gov)

Document standards: Must be in Microsoft Word or Adobe PDF format.

Disclosure of Proprietary Information: This contract will be subject to a confidentiality non-disclosure agreement (see Appendix A for form of Confidentiality and Mutual Non-Disclosure Agreement).

# ESTIMATED SCHEDULE

## ESTIMATED SCHEDULE:

Questions Answered:	Friday, May 27, 2022 at 4:30 pm PT
RFP Due Date & Time:	Friday, June 3, 2022 at 4:30 pm PT
Evaluations of RFPs Begin:	Monday, June 6, 2022
Consultant Selected & Notified By:	Friday, June 17, 2022 at 4:30 pm PT
Completion of Process:	Monday, June 20, 2022

PT = Pacific Time

*The above listed dates in the above schedule are tentative. The Rincon Band reserves the right to change or extend any and all dates including the due date for proposal for any reason at any time including after the due date for proposals.*

## **APPENDIX A – SAMPLE CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE AGREEMENT**

## **SAMPLE CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is entered into as of the [date] of the month of [Month], 2022 by and between:

[**Company Name**] is organized under the laws of the State of [State], [County Name] County and having its usual place of business at [Street Address, City, State Zip];

**AND**

**Rincon Band of Luiseño Indians (Rincon Band)**, a federally-recognized Indian tribe, with its principal place of business located at One Government Center Lane, Valley Center, CA 92082.

### **RECITALS:**

**WHEREAS** the parties are engaged in discussions and/or negotiations in contemplation of a possible commercial relationship (the “**Transaction**”) and/or the parties have entered into a commercial agreement (the “**Main Agreement**”) and the parties wish to disclose to each other certain information in order to evaluate the Transaction and/or in connection with the Main Agreement;

**WHEREAS** the information to be disclosed is highly confidential and of considerable value and the transfer of some or all of such information and/or disclosure thereof to any third party is liable to cause severe and irrevocable damage to the party disclosing such information (the “**Disclosing Party**”);

**WHEREAS** the Disclosing Party is willing to disclose such information to the other party (the “**Receiving Party**”) subject to the Receiving Party’s undertaking to maintain the Confidential Information (as defined below) in strict confidentiality, all as detailed hereunder.

**NOW, THEREFORE**, the parties herein agree as follows:

1. The recitals and exhibits hereto form an integral part of this Agreement.

2. The term, “**Confidential Information**” shall mean all information of confidential nature in any and all media disclosed by the Disclosing Party to the Receiving Party including, without limitation all information, analyses, compilations, studies, documents, books, papers, drawings, ideas, concepts, systems, processes, procedures, methods, models, sketches and all embodiments of any of the foregoing (whether communicated orally, in written form or stored in any other media) regarding the Disclosing Party or its affiliates, regardless of whether the information is specifically marked or designated as “confidential” or not including, without limitation, information concerning the Disclosing Party’s business activities and strategies, financial information, customer and supplier lists, intellectual property, technology, research, marketing information or plans and information regarding the Disclosing Party’s products and services. Except as otherwise indicated in this Agreement, the term “Disclosing Party” shall also include all entities affiliated with or related to the Disclosing Party. For the avoidance of doubt, Confidential Information shall include (i) any such information disclosed by the Disclosing Party to the Receiving Party prior to the signing of this Agreement and (ii) the existence of the relationship between the parties hereto.

3 The obligations of the Receiving Party regarding the confidentiality of Confidential Information shall not apply to any information which (a) the Receiving Party can demonstrate was known to the Receiving Party or in its possession at the time of disclosure without any confidentiality obligation; (b) is or becomes available to the public other than as a result of improper action by the Receiving Party or its employees or its advisors; (c) is independently developed by the Receiving Party without reliance on or use of the Confidential Information or any part thereof and the Receiving Party can show written proof of such independent development ; (d) required to be disclosed by applicable law, stock exchange, regulatory authority or a valid court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to obtain a Protective Order and the disclosure shall be limited to the extent expressly required; (e) is approved for release by prior written authorization of the Disclosing Party; or (f) the Receiving Party can demonstrate was disclosed by the Disclosing Party to a third party without any obligations of confidentiality.

4. The Receiving Party hereby undertakes to maintain all the Confidential Information in strict and absolute confidence and to refrain from any disclosure and/or publication and/or description and/or communication of the Confidential Information, in whole or in part, to any third party whatsoever. Furthermore, the Receiving Party shall at all times take the necessary precautions to keep the Confidential Information confidential, and such precautions shall in

no event be less than those the Receiving Party utilizes to protect its own confidential information.

5. The Receiving Party further undertakes not to use any Confidential Information for any purpose other than the Transaction and/or in connection with the Main Agreement and not to reverse engineer, de-compile or disassemble Confidential Information.

6. The Receiving Party shall not be prevented from disclosing any or all of the Confidential Information to such of its directors, officers, employees, advisors, agents and consultants (the “**Representatives**”) as are required to have knowledge thereof for the purposes of evaluating the Transaction and/or the in connection with the Main Agreement, provided that each such Representatives is bound by obligations of confidentiality to the Receiving Party no less restrictive than those contained herein and provided that the Receiving Party shall remain liable for any act or omission by its Representatives that, if done by the Receiving Party, would be a breach of the terms of this Agreement.

7. The Confidential Information is and shall always remain the exclusive property of the Disclosing Party, and the Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Confidential Information. The Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly.

8. The disclosure to the Receiving Party of the Confidential Information or its use by the Receiving Party shall not be construed in any way as a grant to the Receiving Party of any right or license with respect to the Confidential Information other than the right to use the same strictly in accordance with the terms of this Agreement.

9. Upon the Disclosing Party’s first written request and in any event, immediately following the termination of the negotiations regarding the Transaction and/or the termination of the Main Agreement, as applicable), the Receiving Party shall: (a) promptly return to the Disclosing Party all Confidential Information of any type whatsoever that has been or shall be given to the Receiving Party, as well as all copies thereof; and (b) take all necessary steps to ensure the prompt return by the Receiving Party’s present or former Representatives to the Disclosing Party of all Confidential Information of any type provided to or in the possession or control of such persons; and (c) immediately cease all further use of the Confidential Information; and (d) destroy all memoranda, analysis, summaries and any other written material of any kind prepared by the Receiving Party based upon or relating to the



Confidential Information, and provide the Disclosing Party with a written certification confirming that such destruction has occurred in accordance with this Section 9(d).

10. The Receiving Party understands that the Disclosing Party does not make any representations or warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party and its directors, officers, employees and advisors shall have no responsibility, liability or obligation to the Receiving Party as a result of the Receiving Party's use of the Confidential Information and the Receiving Party hereby waives any rights that it may have towards the Disclosing Party and its directors, officers, employees and advisors with respect to such Confidential Information.

11. Without affecting any other rights and remedies that the Disclosing Party may have, the Receiving Party hereby acknowledges and agrees that damages would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement, and that the Disclosing Party shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of this Agreement.

12. The Receiving Party's undertakings hereunder shall survive for a period of two (2) years following the disclosure of the Confidential Information.

13. It is agreed that the Receiving Party will immediately inform the Disclosing Party of any damage to or accidental loss of the Confidential Information, including transfer or use by persons not authorized.

14. For a period of twelve (12) months from the date of signing of this Agreement, neither party will employ or attempt to employ or divert any person known to such party to be an officer, director, executive manager, senior manager or employee of the other party, unless with the other party's prior written approval.

15. The rights and obligations set forth in this Agreement are intended to prevent the disclosure by either party of Confidential Information belonging to either the Disclosing Party or any of its affiliated or related companies. It is the intention of the parties hereto that such affiliated or related companies shall be entitled to enforce the terms of this Agreement, although the parties hereto may vary or rescind this Agreement without the consent of such companies.

16. The execution of this Agreement shall not obligate a party hereto to proceed with any business relationship or business collaboration with the other party. Further, neither the execution of this Agreement nor the disclosure or receipt of Confidential Information shall prevent either party hereto from (i) establishing relationships or partnerships with third parties who operate in the same or similar industries to either party hereto or (ii) receiving information similar to the Confidential Information from a third party.

17. This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between the parties. This Agreement may not be modified, except by a written instrument signed by a duly authorized representative of each party hereto.

18. No delay or omission to exercise any right, power, or remedy accruing to any party hereto upon any breach or default by the other under this Agreement shall impair any such right, or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.

19. This Agreement and any matters relating hereto shall be governed by and construed in accordance with Tribal Law and shall be subject to the exclusive jurisdiction of the Rincon Civil Trial Court. By entering into this Agreement, the Receiving Party expressly consents to the jurisdiction of the Rincon Band and jurisdiction of the Rincon Civil Trial Court.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorized as of the date set forth below.

Rincon Band of Luiseño Indians [Name of Business]

**Rincon Band of Luiseño Indians**

**[Name of Business]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print name

By: \_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX B – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

**Date of Agreement:** , 2022

**Rincon Project Number:**

**Rincon Project Name:**

**Owner:** Rincon Band of Luiseño Indians

**Owner Address:** One Government Center Lane  
Valley Center, CA 92082

**Service Provider:**

**Service Provider's Address:**

**Service Provider's Contact Information**

**Project Manager:**

**Project Location:** Rincon Reservation  
Valley Center, CA 92082

**Basic Services:** Refer to Exhibit A.

**Service Provider's Proposal Dated:**

**Project Schedule:** Commencement Date: , 2022  
Completion Date: September 30, 2022

**Basic Compensation:** The Owner shall compensate the Service Provider on a monthly basis, and on a percent complete basis not to exceed THOUSAND HUNDRED DOLLARS AND NO CENTS (\$,000.00) during the term of this Agreement. (All invoices submitted shall include the total contract amount, the total amount of work completed and the total amount of budget remaining). See, Exhibit B.

**Reimbursable Expenses:** Refer to Exhibit C.

**Payment:** Owner to be billed monthly in proportion to the Basic Services completed. Payment shall be made within thirty (30) days of Service Provider's invoice date.

## AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of the day and year set forth on the first page of this Agreement by and between the parties named hereinabove. All capitalized terms used but not defined herein shall have the meanings set forth on the first page of this Agreement. The Service Provider shall provide to the Owner professional services for the Project Location at the Property, as set forth in the Basic Services and in the Service Provider’s Proposal dated as set forth on the first page of this Agreement and attached hereto at Exhibit A and made a part hereof (“Basic Services”). Service Provider and Owner are collectively referred to as the Parties and singularly as the Party. Service Provider’s design shall be in compliance with all applicable building code and other legal requirements.

For and in consideration of the covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged by and between the Parties hereto, the Service Provider and the Owner agree as follows:

### ARTICLE 1 SERVICE PROVIDER’S RESPONSIBILITIES

The Service Provider represents that it is properly licensed and is experienced in the providing of professional services for governmental organizations in connection with projects of this nature. The Service Provider’s services consist of those services performed by the Service Provider, Service Provider’s employees, Service Provider’s consultants, and any other services normally incurred in the normal course of business to render a full and complete Project. Service Provider shall commence work on the Commencement Date and complete on or before the Completion Date. Time is of the essence in this Agreement. Service Provider agrees that it is engaged as an independent contractor and that all persons performing services hereunder are employees or agents of Service Provider.

Service Provider represents and warrants that it has complied and will comply with all applicable codes, laws, rules, and regulations (including, but not limited to compliance with laws such as the Americans with Disabilities Act) of tribal, federal, state or local authorities applicable to the Basic Services and any additional services provided hereunder. Service Provider shall be responsible for any and all damages incurred by Owner resulting from Service Provider’s failure to comply therewith. The foregoing representations and warranties shall survive the completion of this Project. In the hiring, disciplining or firing of employees for the performance of the Service Provider’s services, neither the Service Provider nor any of its subcontractors nor any person or entity acting on their behalf shall by reason of race, religion, color, sex, national origin or ancestry, intimidate or discriminate against any person who is qualified and available to perform the services to which such employment relates. Service Provider and its subcontractors shall fully comply with all laws regarding equal employment opportunities or other minority or female hiring or employment practices as mandated by any appropriate governmental authority.

### ARTICLE 2 BASIS OF COMPENSATION

The Service Provider shall provide its services and any other services of its consultants, sub-consultants or other entity or person used by Service Provider in the performance of its services for the Project in accordance with the terms and conditions of this Agreement.

**Section 2.1 Basic Compensation.** The Owner shall compensate the Service Provider for Basic Services as set forth on the first page of this Agreement. In no event shall the fee for such Basic Services described in this Agreement exceed the compensation for Basic Services provided for herein without the advance written approval of Owner. Service Provider shall also apply any payments made by Owner to Service Provider prior to the execution of this Agreement toward the Basic Compensation set forth at Exhibit B, attached hereto.

**Section 2.2 Reimbursable Expenses.** Owner shall, included in the amounts described in Sections 2.1, and 2.2, reimburse Service Provider for the reimbursable expenses (“Reimbursable Expenses”), described in Exhibit C which is attached hereto and incorporated herein by reference as set forth on the first page of this Agreement. All other costs, expenses



or charges, including, but not limited to, all compensation and benefits paid to Service Provider's employees and federal, state and local taxes, incurred by the Service Provider in connection with the Project, shall be paid by the Service Provider without reimbursement from the Owner. The Service Provider hereby indemnifies and agrees to defend and hold Owner harmless from and against any and all claims made by Service Provider's employees for any compensation or expenses. Service Provider shall provide records, in form acceptable to Owner, of all costs and Reimbursable Expenses incurred hereunder to Owner upon request.

**Section 2.3      Discounts, Rebates.** Service Provider shall remit to Owner all discounts, rebates and refunds obtained with respect to any Reimbursable Expense incurred, insurance premium refunds or discounts, or any other credit in connection with the Project.

**Section 2.4      Payment.** Payment of the compensation shall be made as set forth on the first page of this Agreement.

**Section 2.5      Licenses and Permits.** Service Provider shall be required to obtain and maintain, and upon request submit to Owner copies of, all applicable licenses and permits required for Service Provider to perform the Basic Services and any additional services hereunder and otherwise to operate legally in accordance with this Agreement.

### **ARTICLE 3 RIGHTS AND REMEDIES**

**Section 3.1      Default by Service Provider.** For the purposes of this Agreement, an “Event of Default” shall occur if (a) there shall be filed in any court, by or against Service Provider, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the property of Service Provider; (b) Service Provider makes an assignment for the benefit of creditors or petitions for, or enters into, an agreement or arrangement with its creditors; (c) Service Provider fails to timely and properly perform the Basic Services, or fails to complete the Basic Services entirely; or (d) there is a breach by Service Provider of any representation or warranty set forth in this Agreement or Service Provider otherwise fails to perform or abide by any provisions of this Agreement. Service Provider shall have three (3) calendar days after notice from Owner or any affiliate of Owner of an occurrence of an Event of Default to cure such Event of Default, and if such Event of Default has not been cured upon expiration of such period, Owner may terminate this Agreement, effective immediately.

**Section 3.2      Termination for Convenience.** Owner may terminate this Agreement upon written notice at any time, with or without cause, whereupon the Service Provider shall be compensated for all Basic Services performed prior to termination.

**Section 3.3      Representation.** In performing the Basic Services, the Service Provider represents that it will act consistent with that degree of care and skill exercised by members of the same profession currently practicing under the same or similar circumstances and standards of care. The Owner reserves its right to pursue Service Provider for all appropriate remedies and damages, including construction costs, additional premiums paid or expenses incurred by the Owner, and other direct or consequential losses arising out of Service Provider's failure to perform the Basic Services pursuant to the applicable standards of care defined herein and in the industry.

Service Provider agrees to notify Owner immediately upon discovery of any condition that Service Provider believes could result in an increase to the Basic Compensation or extension of the Project Schedule, including Completion Date. If Service Provider knew or should have known of any such change and Owner is not notified within three (3) calendar days of discovery by Service Provider, Owner shall not be obligated to grant any increase in the Basic Compensation or extension in the Project Schedule.

The Service Provider will coordinate with Owner and Owner's other consultants and service providers.

## ARTICLE 4 MISCELLANEOUS

**Section 4.1      Singular, Plural, Etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender, as the context so requires.

**Section 4.2      Third Party Relations.** There are no third party beneficiaries to this Agreement. Neither this Agreement nor any related agreement shall be construed to create a contractual relationship between the Owner and any person or entity other than the Service Provider.

**Section 4.3      Professional Service Agreement.** This Agreement is entered into solely to provide for the design of the Project and to define the rights, obligations and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other relationship between Service Provider and Owner other than as expressly provided herein. Service Provider acknowledges that Owner is not a partner or joint venturer of Service Provider and that Service Provider is not an employee or agent of Owner.

**Section 4.4      Prohibition on Assignment.** Service Provider may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate (other than pursuant to a consulting agreement) any duties to be performed by it hereunder without the advance written consent of Owner. Owner may assign its interest in this Agreement at any time; provided, however, such assignment shall not release Owner from its obligations to Service Provider hereunder for payment of all amounts due Service Provider pursuant to this Agreement.

**Section 4.5      Notices.** Notices, requests or demands by either party shall be in writing and shall be personally served, forwarded by expedited messenger service, or be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses as set forth on the first page of this Agreement with a copy to: Attn: Denise Turner Walsh, Rincon Band of Luiseno Indians, Attorney General, One Government Center Lane, Valley Center CA 92082. All notices, requests and demands shall be deemed received upon the expiration of seventy-two (72) hours from the time of deposit in a United States post office. The Owner or the Service Provider may, at any time, change the addresses to which copies of notices should be mailed by sending written notice to the other Party of such change in the manner provided.

**Section 4.6      No Waiver of Breach.** No consent or waiver, express or implied, by either party to or of any breach or default by the other in the performance of any of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party. Neither the silence of either party or the failure to complain of any act or failure to act or to declare the other party in default, irrespective of how long such failure continues, shall constitute a waiver of any right of Owner or Service Provider.

**Section 4.7      Ownership of Documents.**

(a) The Service Provider and Owner agree that the architectural drawings, specifications, work product and other documents, including those in electronic form, prepared by the Service Provider and Service Provider's consultants for this Project (collectively referred to as "Instruments of Service") shall be deemed "work for hire". The Instruments of Service, including all concepts, themes, copyrights, rights of reproduction, alteration, modification, derivative works and reuse and other interests relating thereto ("Intellectual Property") shall be the exclusive property of Owner, subject to paragraph (b) below. Service Provider agrees that the Intellectual Property will become the sole and exclusive property of the Owner and will irrevocably transfer and assign to Owner any and all rights to the Intellectual Property, and waives and agrees never to assert, any and all "Moral Rights" (as defined below) that Service Provider may have in or with respect to the Instruments of Service, even after termination of Service Provider's work on behalf of Owner. "Moral Rights" mean any rights to claim authorship to the Intellectual Property (except for the right to claim authorship with respect to being the architect of record for the Project and with respect to publicity relating thereto), to object to or prevent any modification of the Intellectual

Property, to withdraw from circulation or control the publication or distribution of the Intellectual Property, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "Moral Right". Service Provider shall not use or re-use any Intellectual Property or any moral right in any future property design without the express written consent of Owner.

(b) Notwithstanding the provisions of paragraph (a) above, Instruments of Services shall specifically not include Service Provider's and Service Provider's consultants' standard details, drawings, designs, specifications, forms, formats, copyrights, trade secrets, know how, and other internal processes used in Service Provider's or its consultants' professional practice and existing prior to the date of this agreement (collectively "Pre-Existing Property") to the extent included within the Instruments of Service. Service Provider and Service Provider's consultants shall retain all right, title, and interest in and to the Pre-Existing Property subject to a limited, non-exclusive, royalty-free license to use such Pre-Existing Property for completion of this Project and as is necessary to allow for free and unfettered use by Owner and its affiliates of the Instruments of Service.

**Section 4.8 Successors and Assigns.** The Owner and the Service Provider each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**Section 4.9 Captions.** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**Section 4.10 Governing Law and Dispute Resolution.** This Agreement shall be subject to, and construed according to the Tribal Rider – Exhibit D which is attached hereto and incorporated herein by reference.

**Section 4.11 Partial Invalidity.** If any term or provision of this Agreement shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Agreement shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**Section 4.12 Survival.** The terms, provisions, representations and certifications contained in this Agreement are inseparable therefrom, and shall survive the completion of the Project and the payment of the remuneration hereinabove provided.

**Section 4.13 Waiver of Lien Rights.** Service Provider shall obtain a waiver of lien and subordination of all Lien rights in writing from each of the Service Provider's consultants and any other consultants, supplier, lessor or vendor performing services or providing materials or labor in connection with this Agreement on behalf of the Service Provider or the Service Provider's consultants upon completion of the Project. Service Provider shall also execute a waiver of lien upon completion of the Project and final payment.

**Section 4.14 Insurance.** Service Provider shall obtain, carry and keep in full force and effect policies of insurance and minimum types of coverage with minimum limits as set forth in Exhibit E, attached hereto and incorporated herein by reference.

**Section 4.15 Indemnification.**

(a) Service Provider shall defend, indemnify and hold harmless Owner, its parent, subsidiaries, affiliated companies, officers, directors, agents and employees (collectively "Owner Indemnitees"), from and against all claims, demands, suits, criminal or civil actions or similar proceedings (including enforcement proceedings by any governmental authority), liabilities, damages, fines, penalties costs or expenses (including reasonable attorneys fees and expenses and other reasonable costs for defense, settlement and appeal) (collectively "Claims"), arising out of or in connection with this Agreement or Service Provider's performance hereunder to the extent of Service Provider's negligence, willful misconduct or breach of this Agreement. This

agreement to indemnify and hold each Owner Indemnitee harmless is independent as to each Owner Indemnitee and shall apply except to the extent that such Claim is caused by the negligence, gross negligence, or willful misconduct of such Owner Indemnitee. This agreement to indemnify shall survive the expiration or earlier termination of this Agreement.

(b) Owner shall defend, indemnify and hold harmless Service Provider, its consultants and all of their agents and employees from and against all Claims arising out of or in connection with the negligence, gross negligence, or willful misconduct of Owner. This agreement to indemnify shall survive the expiration or earlier termination of this Agreement.

**Section 4.16** **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**Section 4.17** **Attorneys' Fees.** In the event it becomes necessary for a party to employ an attorney to enforce any term or condition of this Agreement or to fulfill any obligation that the other party has failed to fulfill, then the party that failed to perform its obligations shall be liable to the party enforcing this Agreement for all reasonable attorneys' fees and litigation expenses.

**Section 4.18** **Interpretation of Agreement.** The Service Provider and the Owner agree and stipulate conclusively that, in the event of a need to interpret this Agreement, the terms, conditions and obligations in this Agreement are not to be construed against either party as the drafter of this Agreement.

**Section 4.19** **Authority.** The parties acknowledge that the signatory to this Agreement has full and complete authority to execute this Agreement on behalf of and to bind the party on behalf of whom he is signing.

**Section 4.20** **Confidentiality.** To the fullest extent allowed by law, Service Provider shall maintain in the strictest confidence, and Service Provider shall require its subcontractor(s) or affiliate(s) to maintain in the strictest confidence, for the sole benefit of Owner, all information pertaining to the financial terms of or payments under this Agreement, Owner's site or product design, methods of operation, methods of construction, governmental or commercial organizational structure, whether disclosed by Owner or discovered by Service Provider, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Service Provider, its subcontractor(s) or affiliate(s), or (ii) was already known to Service Provider at the time of disclosure and which Service Provider is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Service Provider shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Owner.

**Section 4.21** **Employee Security.** Service Provider shall be responsible for reasonable screening of all of Service Provider's employees, and, at Owner's request, Owner shall receive copies of any screening, investigations or background checks for Service Provider's employees that will be on Owner's property, or have access to Owner's information, or have access to Owner's customers or such customer financial or business information. Owner may conduct a background check on any and all of Service Provider's employees, in its sole discretion. Owner may require Service Provider to not permit any of Service Provider's employees to work on Owner's account or to be present on Owner's property at any time. Service Provider shall use its best efforts to assist and cooperate with any investigation initiated by Owner's loss prevention or security personnel involving any of Service Provider's employees. Service Provider's employees shall comply with Owner's safety and security procedures at all times, and if any of Service Provider's employees is found in violation of such procedures by Owner, Owner may remove them from Owner's account or property immediately, in Owner's sole discretion.

**Section 4.22** **Entire Agreement.** This Agreement, together with the Exhibits and Schedules incorporated herein by reference, constitutes the entire Agreement between the Owner and the Service Provider and supersedes all prior written or oral agreements, understandings, representations, negotiations, proposals, terms and conditions, and correspondence between the parties. In the event any Exhibit attached hereto shall contain terms contrary or inconsistent with those set forth in this Agreement, the terms contained in this Agreement shall control to the extent of the inconsistency or conflict. This Agreement shall not be supplemented, amended or modified by the silence of either party, a failure of a party to act, or any course of

dealing, course of performance or usage of trade and may only be amended or modified by a written instrument as provided herein. Each party acknowledges its full understanding of this Agreement and there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement may be modified only by a written modification signed by both parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged into this Agreement which fully and completely expresses the parties' rights and obligations.

**Section 4.23      Electronic Signatures.** This Agreement is valid, effective and binding upon the receipt of an electronic signature of an authorized representative of the parties.

**[SIGNATURE PAGE FOLLOWING]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth on the first page of this Agreement.

**OWNER:**

**RINCON BAND OF LUISEÑO INDIANS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Robert Clark  
Title: \_\_\_\_\_ Tribal Administrator  
Date: \_\_\_\_\_

**SERVICE PROVIDER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_, 2022  
Date

\_\_\_\_\_  
DENISE TURNER WALSH  
Attorney General  
Rincon Band of Luiseno Indians



[EXHIBITS ON FOLLOWING PAGES]

**EXHIBIT A**

**SERVICE PROVIDER'S PROPOSAL**

**EXHIBIT B****BASIC COMPENSATION**

SERVICE PROVIDER AGREES TO COMPLETE THE BASIC SERVICES FOR A MAXIMUM PRICE NOT-TO-EXCEED THOUSAND HUNDRED DOLLARS AND NO CENTS (\$00.00) DURING THE TERM OF THIS AGREEMENT.

**EXHIBIT C**

**REIMBURSABLE EXPENSES**

**EXHIBIT D****TRIBAL RIDER**

The following is hereby added or substituted to the appropriate paragraphs of the Professional Services Agreement (“Agreement”), dated as of , 2022, between **Rincon Band of Luiseño Indians** (“Tribe”), and (“Service Provider”).

**I. Inconsistent Provisions.** Notwithstanding any provision herein, this rider (“Rider”) shall govern and control over any inconsistent or conflicting provisions in the Agreement.

**II. Governing Law.** This Agreement shall be subject to, and construed according to Tribal Law, including, without limitation and to the extent applicable, the Secretarial Procedures. By entering into this Agreement, Service Provider expressly consents to the application of Tribal Law and the jurisdiction of the Rincon Civil Trial Court.

**OWNER:****RINCON BAND OF LUISEÑO INDIANS**

By: \_\_\_\_\_  
 Name: Robert Clark  
 Title: Tribal Administrator  
 Date: \_\_\_\_\_

**SERVICE PROVIDER:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT E****INSURANCE**

Service Provider will maintain at all times during the term of the Contract, insurance for claims which may arise from, or in connection with, services performed/products furnished by Service Provider, their agents, representatives, employees or subcontractors with coverage at least as broad and with limits of liability not less than those stated below.

**Workers Compensation and Employers Liability Insurance**

Statutory workers compensation coverage

Employers liability insurance:

\$1,000,000 each accident

\$1,000,000 disease, each employee

\$1,000,000 disease, policy limit

**Commercial General Liability Insurance**

Limits: \$1,000,000 per occurrence

\$2,000,000 aggregate

Products/Completed Operations

Blanket Contractual Liability

Personal and advertising injury

Medical Expense Coverage

**Automobile Liability Insurance**

Limits: \$1,000,000 combined single limit per accident

\$1,000,000 Uninsured and Underinsured motorist

Covers owned, hired and non-owned Vehicles

**Umbrella Liability Insurance** (for Contracts with Not-to-Exceed Price over ONE HUNDRED THOUSAND DOLLARS (\$100,000))

Limits: \$2,000,000 per occurrence and aggregate

Provides excess limits over General Liability, Automobile Liability, and Employers Liability coverages

Coverage shall be no more restrictive than the applicable underlying policies

**Evidence of Insurance:**

Before the effective date of this Contract, immediately upon the expiration or replacement of any coverage above, and upon request, Service Provider shall provide *Rincon Band of Luiseno Indians* with a Certificate of Insurance in accordance with the foregoing and referencing the services to be provided. Such certificate of insurance is to be delivered to General Services Procurement Officer or his or her designee.

**General Terms:**

All policies of insurance shall:

provide for not less than thirty (30) days prior written notice of cancellation to the Owner,

have a minimum A.M. Best rating of A-VII,

be primary and non-contributory with respect to any insurance or self-insurance program of the Owner, and

provide a waiver of subrogation in favor of the Owner.

Service Provider further agrees that any subcontractors or sub-vendors engaged by the Service Provider will carry like and similar insurance with the same additional insured requirements.

**Additional Insureds:**

Insurance required to be maintained by Service Provider pursuant to this Section (excluding workers compensation) shall name *Rincon Band of Luiseno Indians as additional insured*.

**Failure to Maintain Insurance:**

Failure to maintain the insurance required by this Exhibit E will constitute a material breach and may result in termination of this Contract at Owner's option.

**Representation of Insurance:**

By requiring the insurance as set out in this section, Owner does not represent that coverage and limits will necessarily be adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities provided to Owner in this Contract, or any other provision of the Contract.

**[CERTIFICATE OF INSURANCE FOLLOWS]**



[END OF DOCUMENT]