

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



ITEM
3.17
(ID # 5340)

MEETING DATE:

Tuesday, October 17, 2017

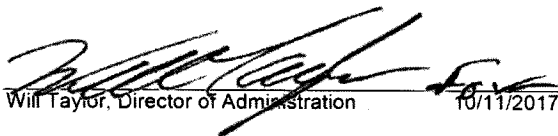
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and approve the Agreement for Law Enforcement Services between the Morongo Band of Mission Indians and the County of Riverside (FY17/18 – FY21/22), District Five. [\$11,755,637 - Contract Law Enforcement Revenue].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement for Law Enforcement Services between the Morongo Band of Mission Indians and the County of Riverside (FY17/18-FY21/22), and authorize the Chairman of the Board to execute the Agreement on behalf of the County.

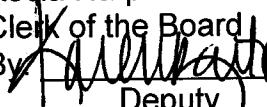
ACTION: Policy


Will Taylor, Director of Administration 10/11/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 17, 2017
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,087,114	\$ 2,210,874	\$ 11,755,637	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
			Budget Adjustment:	No
			For Fiscal Year:	17/18-21/22

C.E.O. RECOMMENDATION: [CEO use]

BR 18-027

Prev. Agn. Ref.: 09/18/2007 03.55

BACKGROUND:

Summary

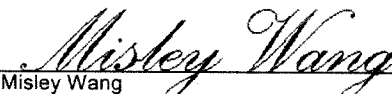
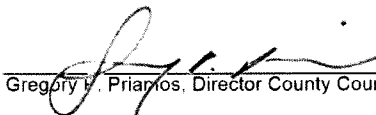
On August 29, 2017, the Morongo Band of Indians Tribal Council approved the FY17/18-FY21/22 Agreement for Law Enforcement Services between the Morongo Band of Mission Indians and the County of Riverside. Per the request of the Tribal Council, the Sheriff will continue the same level of contract service as provided in the previous year. Sheriff staff has estimated the FY17/18 service costs and mileage costs to total \$2,087,114. The Department has included the cost estimate in its budget, therefore no budget adjustment is necessary. County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

This is an agreement with the Sheriff's Department for law enforcement services, which the Chairman of the Tribal Council approved and executed on behalf of its citizens. All costs for this service will be fully recovered through Board-approved rates.

Attachments

Agreement for Law Enforcement Services between the Morongo Band of Mission Indians and the County of Riverside (3 original contracts).



 Misley Wang 10/2/2017 Gregory T. Priamos, Director County Counsel 10/2/2017

AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE MORONGO BAND OF MISSION INDIANS
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT is made and entered into by and between the MORONGO BAND OF MISSION INDIANS, hereinafter "the Band", and the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. **PURPOSE**

As a matter of federal law, Public Law 280, most state criminal laws continue to apply on Indian country, including Morongo Indian Reservation (the "Reservation"), and the State retains jurisdiction over the enforcement of those laws. The Band desires that Sheriff provide law enforcement services on the Reservation, and is prepared to reimburse County the cost of providing such services. County and the Band agree that Sheriff's personnel will be assigned to the Reservation pursuant to the terms of this Agreement.

2. **TERM**

2.1 Effective Dates. This Agreement shall be effective from July 1, 2017 through June 30, 2022.

2.2 Renewal. In the event the Band desires to terminate this Agreement at the end of any current five (5) year period, the Band, not later than twelve (12) months preceding the expiration date of the current term of this Agreement, shall notify the Sheriff and the County that it wishes to terminate the same; otherwise, this Agreement shall be automatically renewed for an additional five (5) year period at the level of service then currently in effect. As a matter of convenience to the parties hereto, and in order to facilitate continuity of the law enforcement services provided to the Band, the parties may mutually approve and ratify any automatic renewal of this Agreement retroactively to the effective date of such automatic renewal.

2.3 Termination. Notwithstanding the provisions of Paragraphs 2.1 and 2.2 above, either party may terminate this Agreement upon sixty (60) days notice in writing to the other party. Either party may terminate on ten (10) days notice upon determination by either the Band or County that current law prevents the performance or enforcement of this Agreement.

3. **SCOPE OF SERVICE**

3.1 Services. The County agrees, through Sheriff, to provide law enforcement police protection within the Reservation to the extent and in the manner herein set forth. The Sheriff shall have authority to enforce only those state laws applicable under P.L. 280 on the Reservation, in the same manner and to the same extent as the Sheriff has such jurisdiction elsewhere in the County. County may enter the Reservation and any facility thereon in accordance with State law procedures, in performance of the services hereunder. County agrees to provide all investigative support necessary to complete investigations conducted hereunder. It is further agreed

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that 180 days after the effective date of this Agreement, County and the Band will review the service level provided herein to determine if the established service level is appropriate, and if any adjustments need to be made in the level of service.

3.2 California Identification System (CAL-ID) and Records Management System (RMS). The Band agrees as a condition of receiving services under this Agreement to participate in CAL-ID and RMS under the terms and conditions set forth in this Agreement.

3.2A Definitions. For purposes of this Section, the following definitions shall apply:

(a) Records Management System (RMS) Functions shall mean the software functions provided by County, which are supplied by the RMS. These functions shall include inquiry and case entry into the RMS, access to the Master Name Index, Warrant and Master Location Index and Jail Locator databases.

(b) The California Law Enforcement Telecommunications System Access (CLETS) shall mean that access to the Department of Justice computers provided by County.

(c) Work Station shall mean those County devices and software, which are used to access RMS functions and the CLETS.

(d) LAWNET shall mean the County's law enforcement telecommunications network consisting of County provided data circuits, digital service units, routers, hubs and other County provided hardware and software that is used to connect workstations to RMS services as defined below.

(e) County Services shall mean the collective hardware and software, workstations, LAWNET, RMS functions and CLETS.

3.2B Scope of RMS Services. County agrees to provide to services as described in (a) through (e) above under supervision and control of the county to allow the Band access to the RMS and CLETS systems. CLETS access will be provided within the scope of CLETS access rules and regulations as established by the California State Department of Justice.

3.2C Provisions of RMS Supervisions, Labor and Equipment. Supervision over the provision of County Services, the standards of performance, and other matters incident to the performance of such services, shall remain with the County. Security of the host system and control of LAWNET shall remain with County. The County shall furnish all labor and equipment for the host system necessary to maintain the level of service rendered under this Agreement.

3.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for services provided shall be as specified in Sections 7.2 and 7.3 of this Agreement.

4. **LEVEL OF SERVICE**

4.1 Level of Service Specified. County shall provide law enforcement services at the level specified in Attachment A, attached to this Agreement and incorporated by this reference. Prior to this agreement, the County provided law enforcement service to the Reservation as an

unincorporated area of the county exercising jurisdiction under Public Law 280. In the event this agreement is cancelled, service would revert to the same services provided in other unincorporated areas of the county.

4.2 Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided in Section 15 of this Agreement, and under the following terms:

(a) If the Band requests an increase in the level of service to be provided under this Agreement, County agrees to provide such increased level of service as soon as is practicable, consistent with the ability of the Sheriff to do so.

(b) If the Band elects to reduce the level of service provided herein by ten percent (10%) or greater, the Band must give notice in writing to County not less than twelve (12) months prior to the effective date of such reduction. If the Band elects to reduce the level of service provided herein by less than ten (10%) percent, County agrees to reduce the level of service accordingly as soon as it is practicable. The level of service however, may not be reduced to below the minimum level as determined by County and required to ensure public and officer safety.

5. **PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT**

5.1 Supervision. Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with Sheriff. County will be sensitive to and respond to concerns of the Band as related to the assignment of personnel.

5.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder. Location of the above will not necessarily be within the Reservation limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the Reservation not normally provided by the Sheriff is to be used, or where special supplies, stationery, notices, forms, and the like related to law enforcement are to be issued in the name of the Band, such equipment and materials shall be supplied by the Band at its own cost and expense. Any such special equipment or materials so purchased by the Band shall meet with the Sheriff's specifications, shall remain within the Reservation limits, and ownership title thereto shall remain with the Band.

5.3 Band-Owned Motorcycles and Vehicles. In the event the Band chooses to provide motorcycles or vehicles for use in providing services hereunder, the motorcycles or vehicles shall meet minimum specifications furnished by County, shall be adequately equipped and ready for use, and shall be registered in the name of the Band. Where and when the vehicles are maintained shall be subject to approval by County. The Band shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the vehicle for the provision of services hereunder, which is inclusive of responsibility for any and all cost for physical damage to the Band-owned motorcycles or vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the Band-owned motorcycles or vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating the Band-owned motorcycles and vehicles. Motorcycles and vehicles owned by the Band shall be used only for Band-approved functions.

5.4 Vehicle Insurance. The Band shall maintain insurance for any physical damage to the vehicles in an amount equal to the replacement value of all vehicles provided to the County under this Agreement. The policy shall, by endorsement, name the County of Riverside, its Departments, Districts, Agencies and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials' employees, agents, or representatives as Additional Insureds. Such insurance may be provided through a program of self-insurance.

General Insurance Provisions- all lines:

a. 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 an A: VIII (A:8) unless such requirements are waived, in writing, by the 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.

b. The Band shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 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 hereto, 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 it shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. County shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

c. It is understood and agreed by the parties hereto and the Band's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. EMPLOYMENT STATUS OF PERSONNEL

6.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to the Band for the purposes of this Agreement, and shall not be considered employees of the Band. No such County employee shall have any entitlement to compensation, workers' compensation coverage, pension, or civil service benefits from the Band.

6.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to the Band, County agrees to provide only that level of

service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. The Band shall be billed only for the actual hours of service received.

7. COMPENSATION

7.1 Payment Basis. The Band shall reimburse County the cost of rendering services hereunder at rates established by the County Board of Supervisors, which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. "Cost" as used herein shall not include items of expense attributable to services normally provided or available to all territory within the County as part of County's obligation to enforce State law. Pursuant to Government Code Section 51350, County shall not charge the Band for services it would provide to any jurisdiction in the County free of charge. These services, which are provided at the discretion of County, could typically include the services of the Sheriff's Special Investigations Bureau, Emergency Services Team, Canine Unit, and Aviation Unit.

7.2 Establishment of Costs. The rates to be charged the Band shall be adjusted periodically, but not more than once each fiscal year, to reflect any changes in the cost to County for providing services hereunder. The Band shall be notified of any change in the rates to be charged to the Band prior to submittal of the proposed change to the County Board of Supervisors for adoption, and the Band shall be given the opportunity to review the proposed change with County personnel. The Band shall be notified of adoption by County of the rates to be charged the Band, and said new rates shall take effect on the same date as County incurs the associated costs. Should the Band, subsequent to a rate adjustment, choose not to appropriate or expend any additional monies needed to support the level of service previously supplied, County reserves the right to reduce the level of service in accordance with the amount the Band is willing to expend.

7.3 Payment of Costs. County, through the Sheriff's Department, shall provide to the Band within thirty (30) days of the conclusion of each calendar month an itemized statement of the costs for services being charged for said month. Billing statements for RMS services will be provided quarterly for services being charged for said quarter. The Band shall remit payment to the invoicing department within thirty (30) days after receipt of such statements.

7.4 Field Training Costs. Should the Band elect to add additional Deputy Sheriff positions to the level of service described herein, there will be an associated field training cost for each additional position. The Band will be billed, on a separate invoice, up to a maximum of sixteen (16) weeks of training on a one-time basis for each additional Deputy position. Said cost will be charged at the Unsupported Deputy hourly rate as approved by the County Board of Supervisors. Billing will be provided within thirty (30) days of the Board of Supervisors approval of any new positions. Field training costs will not apply to supervisory or classified positions added to the level of service.

8. INDEMNIFICATION

8.1 Indemnification by Band. The Band shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of the Band, its officers, agents, employees, volunteers subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California

Government Code Section 895.2 or other applicable law, and the Band shall defend at its expense, including attorney fees, County, its officers, agents and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

In addition, when liability arises by reason of a dangerous condition of the Band's property, the Band shall assume defense of and indemnify County in respect to any dangerous condition of the Band's property. This shall apply regardless of County's knowledge of or duty to warn of such condition.

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

9. **LIMITED WAIVER OF SOVEREIGN IMMUNITY**

The Morongo Band of Mission Indians hereby grants a limited waiver of its sovereign immunity from unconsented suits (hereinafter "Limited Waiver") as described herein solely for actions brought by the County of Riverside acting on behalf of the Riverside County Sheriff's Department (hereinafter "the County"), but not brought by any other person or entity, requesting specific performance against the Band to enforce the terms of this Agreement. This limited waiver is to be strictly construed in favor of the Band and may be enforced only under the conditions and procedures set forth herein. Prior to instituting an action hereunder, the County must first raise the matter in dispute for which it is seeking specific performance with the Tribal Council of the Band utilizing the Meet and Confer procedures set forth below.

9.1 Meet and Confer. Prior to instituting an action hereunder, the County must first raise the matter in dispute for which it is seeking Specific Performance with the Tribal Council of the Band by requesting that a Meet and Confer be held. This notice shall be in writing and shall set the Meet and Confer for a time at least twenty-one days after the notice is delivered, and shall state the location for the meeting, which shall be held on the Reservation. The County and the Band may jointly decide to meet at another time and place. Attendees at the Meet and Confer shall have sufficient authority to resolve the matter at issue. Meet and Confer sessions shall be private. The parties agree to maintain the confidentiality of the Meet and Confer and shall not rely on, or introduce as evidence in any judicial or other proceeding: (a) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute; (b) admissions made by the other party during Meet and Confer; (c) proposals made or views expressed; or (d) the fact that the other party had or

had not indicated a willingness to accept a proposal. This section shall apply to anything communicated, exchanged, said, done or occurring in the course of the Meet and Confer. The Meet and Confer is to be considered a settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any party or a party's agent, representative, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views and opinions shall not be subject to discovery or admissible for any purpose including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with the Meet and Confer.

9.2 Claims for Specific Performance. An action for Specific Performance, if any, may only be brought by the County after a Meet and Confer is held, following the procedures set forth in subsections (9.1) above. No causes of action or claims in law or in equity are cognizable against the Band except actions against the Band itself for specific performance of this Agreement for Law Enforcement Services. Only actual damages (specifically excluding consequential, punitive, and all other damages) suffered by the County may be sought hereunder. The source from which any damages are to be paid by the Band shall be limited to the general revenues of the Band and shall specifically exclude any funds from a federal, state, tribal or other governmental grant or contract and shall further exclude any trust assets of the Band, any assets of its business enterprises, or those funds set aside for per capita distribution to Tribal members. This Limited waiver does not allow any actions to be brought against Tribal Council Members, Tribal Employees, Tribal Agents, Tribal Members, attorneys for the Band, or any other individual acting on behalf of the Band.

Any cause of action or claim brought pursuant to this Limited Waiver shall be submitted for hearing in the Superior Court for the County of Los Angeles, California.

10. **WARRANTIES AND REPRESENTATIONS**

Each of the Parties signing this Agreement warrants and represents (i) the full power to enter into this Agreement on behalf of itself; (ii) that the Band is entitled to conduct business as described herein; (iii) that all actions and approvals have been taken which are necessary to make this Agreement a binding and enforceable obligation of the Band; (iv) that the individual signing this Agreement is authorized to execute this Agreement; and (v) that the delivery, and performance of this Agreement is not in conflict with and will not cause an event of default under any agreement or instrument to which either Party is bound.

An opinion from counsel representing the Band addressing the fact that the Band has validly approved this Contract will be delivered with the executed copy of this Agreement.

11. **APPROVAL BY DEPARTMENT OF THE INTERIOR**

The parties shall submit this Agreement to the Department of the Interior for either (1) approval pursuant to 25 U.S.C. §81, or (2) written response that this Agreement does not require approval under 25 U.S.C. §81.

12. **ENFORCEMENT OF TRIBAL ORDINANCES**

The Sheriff and the Band shall discuss enforcement, in the future, of ordinances of the Band on the Reservation.

13. **ADMINISTRATION**

The Chief Administrative Officer shall administer this Agreement on behalf of Band, and the Sheriff shall administer this Agreement on behalf of County. The parties agree that they shall meet quarterly and review the provision of services and any issues which may arise under this Agreement.

14. **DISPUTE RESOLUTION**

Any issues that arise between the parties regarding this Agreement shall first be brought to the Sheriff and the Band's CAO for resolution.

15. **ALTERATION OF TERMS**

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. No waiver of any term or condition of this Agreement by either party shall be a continuing waiver thereof.

16. **NOTICES**

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below and shall be deemed received upon personal service, fax receipt, or 72 hours after deposit in the U.S. mail, 1st class, postage paid:

County

Stan L. Sniff, Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

Band

Morongo Band of Mission Indians
11581 Potrero Road
Banning, California 92220
Attn: Chief Administrative Officer

or such other addresses as from time to time may be designated by the respective parties. An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon St., 1st Floor
Riverside, CA 92501

17. **SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

18. STANDARD OF CARE

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement.

19. JURISDICTIONS AND VENUE

This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the State courts in or nearest to Los Angeles County.

20. ENTIRE AGREEMENT

This Agreement is intended by the parties as a final expression of their understanding with respect to the subject matter herein and as a complete and exclusive statement of the terms and conditions regarding the subject matter and services, and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[illegible]

IN WITNESS WHEREOF, the Morongo Band of Mission Indians, by approval through ballot measure by the General Membership of the Band, has caused this Agreement to be signed by its authorized representative, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of the Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

Dated: 8/29/17

MORONGO BAND OF MISSION INDIANS

By: Tribal Council

By: MA

Chairman

Dated: OCT 17 2017

COUNTY OF RIVERSIDE

By: [Signature]

John Tavagnone, Chairman

Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem,
Clerk of the Board

By: [Signature]
Deputy

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 9/27/17
THOMAS OH DATE

ATTACHMENT A

MORONGO BAND OF MISSION INDIANS

LEVEL OF SERVICE

Average Patrol Services

34 supported hours per day (Approximate equivalent of 7 Deputy Sheriff positions @ 1,780 annual productive hours per position).