

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



ITEM: 3.32
(ID # 19627)

MEETING DATE:

Tuesday, August 02, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve of the Five Year Agreement for Law Enforcement Services Between the Morongo Band of Mission Indians and the County of Riverside (7/1/22-6/30/27); District 5. [\$12,712,000- Contract City Law Enforcement 100%].

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 and authorize the Chair of the Board to execute three (3) copies of the attached Agreement on behalf of the County.

ACTION:Policy

Synthia M. Gurnel
Synthia M. Gurnel, Chief Deputy County Counsel 7/18/2022

David Lelevier
David Lelevier, Assistant Sheriff 7/20/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 2, 2022
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By *[Signature]*
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 | \$ 2,304,000 | \$ 2,424,000 | \$ 12,712,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Contract City Law Enforcement | | | Budget Adjustment: Yes | |
| | | | For Fiscal Year: 22/23-26/27 | |

C.E.O. RECOMMENDATION: Approve

BR: 23-013

Prev. Agn. Ref.: 10/17/17 3.17

BACKGROUND:

Summary

The Morongo Band of Mission Indians approved the five (5) year agreement for Law Enforcement Services. The current Agreement expires June 30, 2022 and the attached Agreement ensures that service continues uninterrupted. County Counsel has approved the Agreement as to form.

The total cost of the Agreement is estimated at \$12,712,000, including \$2,304,000 for FY2022-23.

Impact on Residents and Businesses

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

Attachments

3 copies of the Agreement for Law Enforcement Services Between the Morongo Band of Mission Indians and the County of Riverside


Rebecca S Cortez, Principal Management Analyst 7/25/2022

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

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the MORONGO BAND OF MISSION INDIANS, a federally recognized tribe, hereinafter "the Band," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter "County", sometimes collectively referred to herein as the "parties" and individually as a "party".

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, 2022 through June 30, 2027.

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 Board of Supervisors that it wishes to terminate the same.

2.3 Termination. Notwithstanding the provisions of Paragraphs 2.1 and 2.2 herein, either party may terminate this Agreement upon notice in writing to the other party of not less than twelve (12) months prior to the effective termination date. 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 that 180 days after 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 hereunder to participate in CAL-ID and RMS under the terms and conditions set forth in this Section and to pay for these services under separate billings.

3.2A Definitions. For purposes of this Agreement the following are some of the more common definitions which shall apply, but shall not be limited by, this reference:

- a) Records Management System (RMS) Functions shall mean the software functions provided to the Band 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 to the Band.
- c) Work Station shall mean those County devices and software, which are used by the Band 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 by the Band to connect work stations to RMS services as defined below.
- e) County Services shall mean the collective hardware and software, LAWNET, work stations, RMS functions and CLETS.

3.2B Scope of RMS Services. County agrees to provide to the Band full 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 Provision of RMS Supervision, 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 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 hereunder.

3.2D Establishment of RMS Rates and Payment of Costs. Establishment of RMS rates and payments for provided services shall be as specified in Sections 7.2 and 7.4 of this Agreement.

4. LEVEL OF SERVICE

4.1 Level of Service Specified. County shall provide all enforcement services at the level specified in Attachment A, attached hereto and incorporated herein 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. Variations in the level of service shall be made by amendment, as provided for in Section 16 of this Agreement, and under the following terms:

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 hire and train recruits.

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) calendar 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 percent (10%), 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, 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 County. The Sheriff or a designated representative will meet and confer with the Band or a designated representative on questions related to the provision of services.

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 Band limits. Notwithstanding anything herein contained, it is agreed that in all instances where specific equipment used solely to support specialized enforcement activities within the Band 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 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 Band limits, and ownership title thereto shall remain with the Band.

However, under no circumstances shall the Band purchase or otherwise provide general patrol vehicles for services provided pursuant to this Agreement without permission of Sheriff. The County shall provide all marked general Patrol vehicles to the Band and shall charge the Band for their use on a per mile basis.

5.3 Band-Owned Motorcycles and Specialized Support Vehicles. In the event the Band chooses to provide motorcycles or specialized support vehicles for use in providing services hereunder, the

motorcycles or specialized support 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. It is further understood that the Band is providing motorcycles or specialized support vehicles to Sheriff expressly for law enforcement services and shall only be operated by Sheriff's personnel, or persons authorized by the Sheriff.

The Band shall bear the cost of maintenance, fuel, licensing, and any and all expenses associated with use of the motorcycles and specialized support vehicles 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 specialized support vehicles. However, County shall be responsible for the cost of all third party liability caused by the operation of the Band-owned motorcycles or specialized support vehicles, including the property damage caused by the negligence or wrongful acts of County officers and employees while operating Band-owned motorcycles and specialized support vehicles. Motorcycles and specialized support vehicles shall be used only for band-approved functions.

5.4 Vehicle Insurance. The Band shall maintain insurance for any physical damage to the Band-owned vehicles in an amount equal to the replacement value of all vehicles provided to the County under this Agreement. 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 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 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 coverages and the insurance required herein are 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. If County is utilizing Band-owned vehicles, operations shall not commence 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 persons 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. Such cost of services shall be established by the County Board of Supervisors in the form of hourly rates for Sheriff's Department personnel, vehicle mileage rates, facility use rates, RMS transaction fees and CAL-ID fees. "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. In addition to any other fees or costs set forth herein, County may impose on the Band, and the Band shall pay upon receipt of an invoice from County, a criminal justice administrative fee consistent with Government Code Section 29550 with respect to arrests made by County employees pursuant to this Agreement just as if such arrests had been made by the Band employees. Pursuant to Government Code Section 51350, County shall not charge the Band for services it would provide to any entity 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 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, thereafter, 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 theretofore supplied, County reserves the right to reduce the level of service in accordance with the amount the Band is willing to expend.

7.3 Facility Rate Charges. The Band shall reimburse County for the costs incurred by the Sheriff's Department at County-owned or leased facilities. Costs are prorated according to the facility's square footage occupied by a Sheriff's Department Bureau or Unit.

7.3A Calculation of Facility Rates. The total of the facility's cost components is divided by the appropriate variable number of positions (number of station funded, sworn department funded or total Department funded employees depending on the facility in question and the Department population served). This cost per funded position is then applied to the number of positions chargeable to the Band to arrive at each entity's share of the facility cost.

The County agrees that Facility Rate Station charges to the Band will not be increased due to the Sheriff's decision to move Contract or unincorporated County Patrol positions from the Station.

7.4 Payment of Costs. County, through the Sheriff's Department, shall provide to the Band within 30 days of the conclusion of each billing period, an itemized statement of the costs for services being charged for said billing period. 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 30 days after receipt of such statements. If such payment is not received by the County within thirty (30) days after presentation of billing, County may satisfy such indebtedness from any funds of the Band on deposit with County as provided by law pursuant to Government Code Section 907.

7.5 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 for field training costs in conjunction with the rate adjustment billing. Field training costs will not apply to supervisory or classified positions added to the level of service.

7.6 Miscellaneous Costs. There are a number of other service costs that the Band shall be responsible for paying as they are incurred. These costs are not included as the support or service and materials cost components in the fully supported Deputy hourly rate, nor any other such rates established by the County Board of Supervisors. These service costs may include, but are not limited to, charges from vendors for: crime scene clean-up, blood draws, rape exams, polygraph exams, specialized printing jobs exclusive to the Band and training for personnel requested by the Band for specialized law enforcement.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by the Band. The Band shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of the Band, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. The Band shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents

and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by the Band, the Band shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Band's indemnification of County. The Band's obligations hereunder shall be satisfied when the Band has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the Band's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the Band, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Band, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the Band; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of the Band. County's obligations hereunder shall be satisfied when County has provided to the Band the appropriate form of dismissal (or similar document) relieving the Band from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the Band.

9. LIMITED WAIVER OF SOVERIGN 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 Riverside, 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 validity to approve this Agreement 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 of Reservations.

13. ADMINISTRATION

The Chief Administrative Officer shall administer this Agreement on behalf of the 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. RECORDS

County shall maintain adequate records to discharge its responsibilities under this Agreement, and shall permit inspection of County's appropriate records that relate to the Band services under this Agreement, as allowed by law. County shall provide the Band access to appropriate records pertaining to the Band services for approval, funding or auditing services, upon reasonable notice. County shall maintain such records for periods of time as provided by law or records retention schedules duly adopted by the appropriate legislative body. Covenants under this Section shall survive the termination of this Agreement.

16. 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.

17. 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:

County
Chad Bianco, Sheriff
Riverside County Sheriff's Department
Post Office Box 512
Riverside, California 92502

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

or to 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 Street, 1st Floor
Riverside, California 92501

Notice shall be deemed given when in writing and delivered personally or mailed with confirming delivery receipt addressed as set out above.

18. 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.

19. 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. All Sheriff's personnel who provide general and specialized law enforcement services to the Band pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

20. JURISDICTION 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 or federal courts in or nearest to Riverside County.

21. ENTIRE AGREEMENT

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

22. ELECTRONIC/DIGITAL SIGNATURES

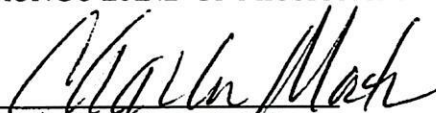
This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on Following Page]

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 Chair of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

MORONGO BAND OF MISSION INDIANS

Dated: June 7, 2022

By: 
Charles Martin, Tribal Chairman

ATTEST:


Name:

Title:

By: _____

COUNTY OF RIVERSIDE

Dated: AUG 02 2022


By: 
Jeff Hewitt
Chair of the Board of Supervisors
Riverside County Board of Supervisors

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

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 @ 1,884 annual productive hours per position).