

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/>	New	Vendor Code	SC	Dept. SHR	A	Contract Number 06-176
<input type="checkbox"/>	Change					
<input type="checkbox"/>	Cancel					
County Department Sheriff's Department			Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative Dennis J. Casey, Captain			Telephone 387-0640		Total Contract Amount \$142,455	
Contract Type						
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 04/15/06	Contract End Date	Original Amount	Amendment Amount	
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9565	GRC/PROJ/JOB No.	Amount \$142,455
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Law Enforcement Svcs			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY Amount I/D
			_____	_____	_____	_____ _____ _____
			_____	_____	_____	_____ _____ _____
			_____	_____	_____	_____ _____ _____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name San Manuel Band of Mission Indians hereinafter called TRIBE
 Address 26569 Community Center Drive
Highland, CA 92346
 Telephone (909) 864-8933 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

RECITALS

The Parties have entered into this Agreement in light of the following facts:

1. The Tribe is a federally recognized Indian tribe which occupies the San Manuel Indian Reservation ("Reservation"), located within the geographic boundaries of the County of San Bernardino, California.
2. The Tribe operates a recently expanded gaming project on its Reservation known as San Manuel Indian Bingo & Casino (the "Project"). The Project has assisted, and will continue to assist the Tribe in developing and funding Tribal governmental programs which address the Tribe's housing, health care, educational, elderly, employment, job training, Reservation infrastructure, and other governmental needs. The Project also has provided employment, job training, and resources to the non-Tribal community near the Reservation.

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3. The parties hereto acknowledge that the Project, as expanded, may result in a perception of a need for, or actual need for, increased law enforcement assistance from time to time in the local community as well as on the Reservation.
4. Pursuant to Public Law 280, 18 U.S.C. §1662(a), the State of California has the authority and the obligation to enforce the State's criminal prohibitory laws on the Reservation.
5. In addition to the services provided pursuant to Public Law 280, and although not required to do so, the County, through the Sheriff of San Bernardino County (hereinafter referred to as "Sheriff"), has provided certain additional law enforcement assistance on the Reservation ("Additional Services").
6. Although not required to do so, the Tribe has contributed fire protection, charitable, and other assistance to County agencies and charitable and public institutions. Some of Tribe's contributions are set forth in separate agreements and memoranda of understanding, none of which shall be altered or amended by the terms of this Agreement.
7. The parties acknowledge that the San Bernardino County Sheriff's Department is not always sufficiently funded from public sources to meet his needs under Public Law 280, or with respect to such Additional Services, but has continued to provide such services as and when required in keeping with the County's and Tribe's government-to-government commitment to mutual cooperation and assistance. In furtherance of that government-to-government relationship, the Tribe wishes to assist in offsetting the reasonable costs of Public Law 280 enforcement and such Additional Assistance on the terms and conditions set forth herein.
8. The parties hereto acknowledge that a portion of the services referred to herein, specifically, some or all of the services provided adjacent to the Reservation in the zone designated as the Joint Services District in County's letter dated June 3, 2005 attached hereto as Exhibit 1 and incorporated herein by reference, are currently funded through the San Bernardino County Indian Gaming Local Community Benefit Committee's Local Community Grant for the 2005/2006 fiscal year, and may possibly receive continued funding from that source in the future as a result of the Tribe's annual contributions to the Special Distribution Fund. The payments for herein are intended to be in addition to, and not to displace or be in lieu of such funding.

AGREEMENT

In recognition of the above-recited facts, and the mutual commitments contained herein, the Parties hereby agree as follows:

I. SCOPE OF WORK

- A. COUNTY shall continue to provide, on the Reservation and in the immediate surrounding area hereinafter (collectively the "Service Area") as shown on the map attached hereto as Exhibit 2 and incorporated herein by reference, through the Sheriff, enforcement of state criminal laws pursuant to Public Law 280 and the Additional Services provided for herein.
- B. The law enforcement services to be provided by SHERIFF and furnished to the TRIBE hereunder shall include:
 1. Enforcement of State statutes.
 2. Specialized services such as arson, homicide, and narcotics enforcement.
 3. Additional services as agreed.

To the extent there is any disagreement between the Sheriff and the Tribe with respect to the scope of the Sheriff's enforcement obligations under Public Law 280, such

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disagreement shall be rendered moot by deeming such enforcement to be Additional Services herein, it being the fundamental purpose of this Agreement to ensure adequate law enforcement in the Service Area for the safety of Tribal members, employees, patrons, law enforcement and Tribal public safety officers, and all others within said area.

- C. The amounts to be paid by the Tribe under this Agreement are intended to reflect the parties' agreement as to the reasonable amount to be provided by the Tribe to offset the extra costs associated with such Public Law 280 enforcement and the Additional Services in the Service Area, and shall be as set forth in Schedule A attached hereto and incorporated by reference. Said costs shall be adjusted from time to time as provided in Section II.A herein.
- D. The services to be provided by Sheriff in the Service Area shall include the level of personnel and vehicles specified in Schedule A, provided that Sheriff may, in his sole discretion, temporarily divert such assigned personnel and vehicles outside of the Service Area in order to respond to an emergency call that jeopardizes life, officers' assistance call, or call where mutual assistance is required to endure the safety of the public or responding officers, or for other exigent circumstances; and provided further that Sheriff shall, in his sole discretion, augment such levels of personnel and vehicles as needed for any particular occasion or incident within the Service Area where reasonable and professional law enforcement response and service, including the safety of the public or responding officers, requires such augmentation.
- E. The parties agree that the Sheriff is not responsible for the enforcement of tribal ordinances, except that nothing herein shall be deemed to imply or provide that, to the extent that Tribal law is consistent or similar to state criminal law, or creates property rights which, if violated, may cause a violation of state law (such as in the case of trespass or theft), such Tribal law will impede enforcement of state law.
- F. Sheriff shall provide and be responsible for providing all equipment (including repairs thereto or depreciation thereon and replacement thereof, as applicable), supplies, communications, administration, labor, overhead and fringe benefits related to Sheriff's personnel (including but not limited to vacation, payroll taxes and withholding, worker's compensation, unemployment insurance, sick leave, County retirement contributions), gasoline, oil, and traveling expenses and all other services, obligations or expenditures necessary or incidental to the performance of the duties to be performed by Sheriff under the terms of this Agreement. There shall be no reduction in payments due from Tribe under this Agreement for normal downtime of vehicles.

II. CONSIDERATION

- A. In consideration for County's furnishing and performance of all the services provided for herein, Tribe shall pay to County, upon approval of Agreement, the sum as per Schedule A, payable in monthly installments at the beginning of each calendar month during the period of this Agreement. Payments shall be due by the fifth day of each month for that same month's services. Payments received after sixty days of when due shall include simple interest after the 60th day against the amount owing, calculated at the County's then current investment pool rate. Said sum is subject to adjustment for any salary increases or fringe benefits that may be granted by the Board of Supervisors to Sheriff's employees, provided such adjustments are ordinary adjustments also provided to Sheriff's employees serving throughout the County and not just within the Service Area. The actual cost of overtime,

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court appearances, and travel expenses ("Extra Costs") will be billed quarterly, provided that such Extra Costs must be the direct result of activity on the Reservation or, alternatively, resulting from service in the Service Area if off the Reservation which had a direct nexus to activity or events on the Reservation. Such Extra Costs and any adjustments required pursuant to the terms of this Section II.A, as well as annual payments for subsequent years of this Agreement, shall be paid within thirty days of receipt from County of written documentation supporting the payment due.

- B. County or Tribe shall have the right to annually renegotiate the rate and sum for services and/or the services to be performed under this Agreement for the following year, based on actual expenditures in connection with this Agreement in the preceding year and estimated future costs.

III. INDEMNIFICATION

- A. Otherwise than as specifically stated in this Agreement, Tribe shall not be obliged to pay, and assumes no liability for any cost, expenditure, charge, claim, cause of action, judgment, legal fees or expenses, or liability whatsoever (hereinafter "indemnification costs") incurred by County in or related to the performance of the provisions of this Agreement by County, and County shall, in consideration for the payment of the sums hereinabove provided to be paid by Tribe to County, defend with legal counsel acceptable to Tribe and hold Tribe harmless from any and all such indemnification costs which are incurred or paid by Tribe. Tribe shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment while engaged in the performance of this Agreement by County.
- B. Tribe shall hold County harmless for a reduction in law enforcement services resulting from labor relations actions, and Tribe's obligation to pay County shall be reduced on a pro rata basis for services not performed for that reason.
- C. Tribe shall defend with legal counsel acceptable to County and hold County, its Sheriff, officers, and employees harmless from any and all liability for intentional acts or active negligence on the part of Tribe, its officers and employees arising out of or relating to the performance of this Agreement. County shall defend with legal counsel acceptable to Tribe and hold Tribe, its officials, members, and employees harmless from any and all liability for intentional acts or active negligence on the part of County, its Sheriff, officers or employees arising out of or relating to the performance of this Agreement.

IV. TERM AND TERMINATION

- A. The term of this Agreement shall be a period of time commencing on April 15, 2006, and terminating only as hereinafter provided. This Agreement may be terminated at any time with or without cause by Tribe or by County upon written notice given to the other at least 90 days before the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance specifically arising under this Agreement which would otherwise accrue subsequent to the date of such termination except for those obligations relating to indemnification as set forth in Article III above. In the event of termination of this Agreement, County shall refund any sum previously paid by Tribe, which when pro-rated represents advance payment for

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months of service which are not performed as a result of such termination. Neither party shall incur any liability to the other by reason of such termination.

- B. Notwithstanding the foregoing, in the event the Sheriff provides any agreed upon services to Tribe on a holdover basis after the date of termination, Tribe shall fully reimburse County for all costs of providing such services.
- C. County shall have the right to terminate this Agreement if Tribe does not make timely payments of its obligations hereunder to County.

V. NOTICES

Any and all notices required or otherwise provided for under this Agreement shall be given in writing and served by certified mail, return receipt requested, or by overnight mail delivery for which a signature is required and shall be addressed as follows:

FOR THE TRIBE:

FOR THE COUNTY OF SAN BERNARDINO

Chairman
San Manuel Band of Mission Indians
26569 Community Center Drive
Highland, CA 92346
(909) 864-8933

Sheriff
San Bernardino County Sheriff's Department
Bureau of Administration, Contracts Unit
655 East Third Street
(909) 387-3669

VI. LIMITED WAIVER OF SOVEREIGN IMMUNITY

The parties acknowledge that the Tribe is a federally recognized Indian Tribe and that the Tribe possesses sovereign immunity from unconsented suit and other legal proceedings. Nothing in this Agreement shall be deemed to be a waiver of the Tribe's sovereign immunity, except as expressly provided in this Section VI. Notwithstanding the foregoing, the Tribe hereby irrevocably waives its sovereign immunity to permit the adjudication or enforcement of any claim for payment under Section II.A or B under this Agreement ("Claim"), provided:

- a. such Claim is limited to a Claim against the Tribe by and solely on behalf of the County and Sheriff and no other party:
 - i. the alleged failure to pay any specific Claim amount came due on a date that is three (3) months prior to first asserting the Claim in accordance with section b. below,
 - ii. the anticipated failure on an anticipatory breach basis, to pay any alleged Claim is first asserted in accordance with section b. below, or
 - iii. specific performance (where the Claim is enforceable as such as a matter of equity) within the past three (3) months from the date of first assertion as set forth in section b. below or, on an anticipatory breach basis, to pay any alleged Claim by Tribe within the next three (3) calendar months from any date of first assertion in accordance with section b. below, and
- b. the Claim is first asserted by written notice by County or Sheriff to the Tribe of the factual basis of the Claim together with the designation of a 30-day period no less than

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10 days from or more than 60 days from the receipt of the notice by the Tribe, of a 30-day period during which time the parties shall in good faith seek to meet and confer to attempt to resolve the dispute without the need for commencement of such proceeding.

- c. Provided further that any action to enforce such Claim shall be commenced in the Federal District Court for the Central District of California and shall be limited to the assertion of the Claim and no other, and provided further that the joinder or intervention of any party other than as set forth herein shall not be authorized by either party to this Agreement. If dismissed by the federal district court for want of jurisdiction, the parties agree that such action may be filed in the San Bernardino County Superior Court, Central Division.
- d. Notwithstanding any other provision herein, any award or judgment against the Tribe shall be limited to the monetary or specific performance Claims defined herein and no other. No other waiver of the Tribe's sovereign immunity shall be deemed to be expresses or implied under this Agreement except as set forth in this Section VI.
- e. The Tribe agrees to have the required vote of its membership approve this limited waiver of sovereign immunity in advance of the signing of this Agreement if the Tribal Charter, Constitution, or any Tribal ordinances, rules, policies, or other Tribal practices require such action in order for the Tribe to grant a limited waiver of sovereign immunity to another party, including County and Sheriff, to make it legally binding on the Tribe.

VII. ADDITIONAL TERMS AND CONDITIONS

- A. The standards of performance, the method of performance, the discipline of officers, the control of personnel, the advancement in compensation of personnel, the determination of proper law enforcement practices and procedures, and all other matters incidental to the manner of performance of services by Sheriff hereunder shall be determined by the Sheriff at his sole discretion. The responsibility of Sheriff and of County to Tribe hereunder shall be to provide, as an independent contracting agency, effective law enforcement of the level herein contracted for, and the Tribe shall not have the right to determine or direct the manner or means of performance.
- B. Tribe shall have the right at any time during the term of this Agreement to request a change in the level of law enforcement other than that contracted for herein. In such event, all provisions of this Agreement with respect to compensation to be paid by Tribe shall remain in full force and effect, but in addition to payment of the sums herein provided, Tribe shall pay County in monthly installments the pro rata cost of such additional law enforcement service based on the costs that are currently in effect for similar services.
- C. In the event of riot, civil commotion, or other emergency on the Reservation or surrounding area that requires additional emergency or "back-up" service, County through Sheriff shall provide the same.
- D. In the event of Tribally authorized public gatherings on the Reservation, the cost for any additional police services caused or requested by the Tribe, including salaries and related costs, shall be borne by Tribe.

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- E. To facilitate the performance of services hereunder by County, Tribe, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

VIII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY

The Sheriff shall have the right to exercise County's rights and authority under this Agreement, including the right to give notice of termination of this Agreement in accordance with Section IV hereof, at his sole discretion.

IX. MISCELLANEOUS

This Agreement is the entire agreement between the parties and supersedes all prior written and oral agreements, if any, between the Tribe and the County with respect to the subject matter hereof.

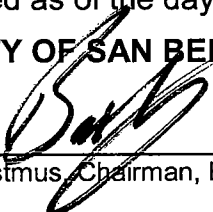
- A. Severability. The invalidity of any provisions or portion of a provision of this Agreement as determined by a court of competent jurisdiction shall not affect the validity of any other provisions of this Agreement or the remaining portions of the applicable provisions.
- B. Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.
- C. Governing Law. This Agreement shall be construed pursuant to the applicable federal and California state laws.
- D. This Agreement may be modified or amended only by a written instrument executed by the Tribe and the County pursuant to the same authorizations used to execute this Agreement in its original form.

Executed as of the day and year first written above.

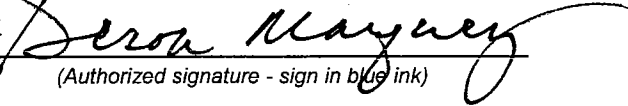
COUNTY OF SAN BERNARDINO

SAN MANUEL BAND OF MISSION INDIANS

(Print or type name of corporation, company, contractor, etc.)



 Bill Postmus, Chairman, Board of Supervisors

By 

(Authorized signature - sign in blue ink)

Dated: FEB 28 2006

Name Deron Marquez

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO.


Title Tribal Chairman

Dated: 2/21/06 *(Print or Type)*

By 

 Clerk of the Board of Supervisors of the County of San Bernardino.

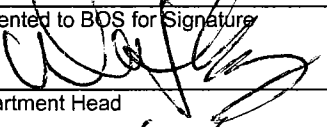
Address 26569 Community Center Drive
Highland, CA 92346

Approved as to Legal Form


 County Counsel, by Dennis Tilton, Deputy
 Date 2-21-06

Reviewed by Contract Compliance

 Date _____

Presented to BOS for Signature


 Department Head
 Date 02/21/06

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Input Date	Keyed By



GARY PENROD, SHERIFF-CORONER

June 3, 2005

San Manuel Band of Mission Indians
26569 Community Center Drive
Highland, Ca. 92346

Attn: Jerry Paresa

Dear Jerry,

Pursuant to our discussion on Thursday June 2, 2005 we are addressing jurisdictional concerns regarding the proposed contract between the San Manuel Band of Mission Indians and the San Bernardino County Sheriff's Department for law enforcement services.

As you are aware a portion of the contracted services will be paid for through the Indian Gaming Local Community Grant for the 2005/2006 fiscal year. Positions funded through that source will be dedicated to services adjacent to the reservation and commonly referred to as the Joint Services District through a memorandum of Understanding with the San Bernardino Police Department. We have included a map that outlines that area.


Additional positions funded directly by the Tribe will be dedicated to the same geographical area and will respond to calls for service on the Reservation or at the Casino as well. To ensure an appropriate level of response on a full-time basis service hours may vary.

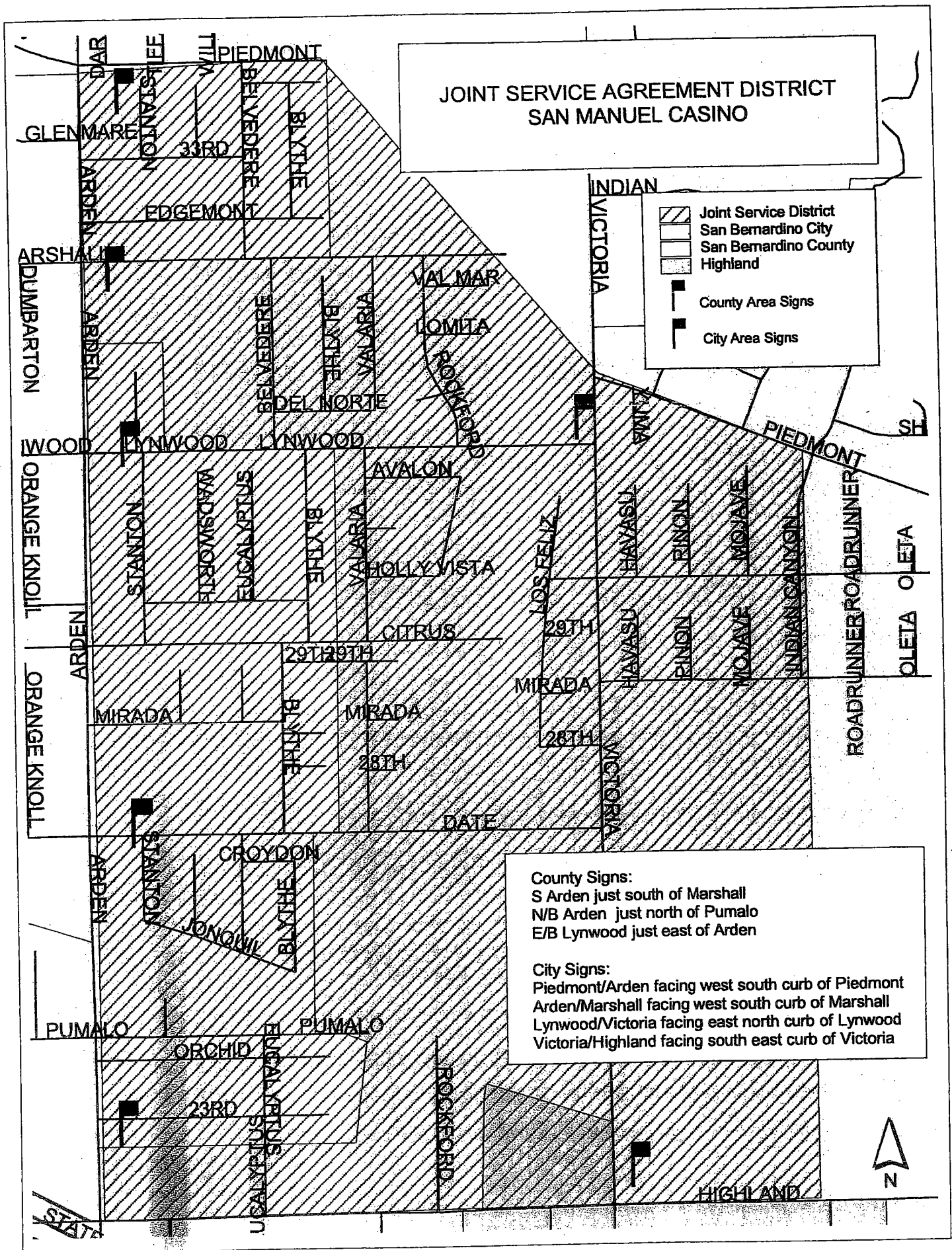
Absent emergency calls for service that jeopardize life, an officer needs assistance call or call where mutual assistance is required to ensure the safety of the public or responding officers those services contracted for shall be confined to the areas outlined on the attached map.

We look forward to providing service to the San Manuel Band of Mission Indians. If you have any questions please call me at your convenience.

Sincerely,

GARY PENROD, SHERIFF-CORONER


Michael Howell, Captain
Central Station Commander



**SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
San Manuel Band of Mission Indians
FY05/06**

<u>LEVEL OF SERVICE</u>	<u>FY05/06 COST</u> ¹
1 - Sergeant	140,957
6 - Deputy Sheriff	679,632
1 - Sheriff's Service Specialist	59,639
1 - Office Specialist (Formerly Station Clerk)	53,950
1 - Marked Unit	21,427
1 - Mid-size Pickup	7,074
Dispatch Services	59,638
Administrative Support	5,958
Services & Supplies	6,000
Vehicle Insurance	361
Personnel Liability & Bonding	10,808
County Administrative Cost	29,993
Startup Costs	8,351
TOTAL COST:	\$ 1,083,788 ¹
Less Tribal Funding	400,000 ²
FULL-YEAR COST FY2005-06	\$ 683,788
 Prorated Cost - April 15 - June 30, 2006	 \$142,455

Monthly Payment Schedule:

April 2006 Amount Payment (due April 30th)	\$28,491
May 2006 Payment (due May 5th)	\$56,982
June 2006 Payment (due June 5th)	\$56,982

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. The Board of Supervisors has already approved Memorandum of Understanding (MOU) adjustments for Safety Employees for 2006/07, 2007/08 and 2008/09 and for General Employees for 2006/07 and 2007/08. The contract will be amended annually to reflect MOU adjustments.

² Funds awarded to the Sheriff's Department by the San Bernardino County Indian Gaming Local Community Benefit Committee.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

February 28, 2006

FROM: GARY PENROD, Sheriff-Coroner
Sheriff's Department

**SUBJECT: CONTRACT WITH THE SAN MANUEL BAND OF MISSION INDIANS FOR THE
SHERIFF'S DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES**

RECOMMENDATION:

1. Approve contract (**Agreement No. 06-176**) with the San Manuel Band of Mission Indians for the Sheriff's Department to provide law enforcement services, in the amount of \$142,455, for the period of April 15, 2006 through June 30, 2006.
2. Authorize the addition of 6 new positions as follows, subject to classification review:

Number	Classification	Representation Unit	Salary Range
1	Sheriff's Sergeant	Safety Mgmt & Supervisory Unit	R25 (\$60,877 - \$85,289)
3	Deputy Sheriff	Safety Unit	R16 (\$45,469 - \$67,662)
1	Sheriff's Service Specialist	Technical and Inspection Unit	R37 (\$30,846 - \$39,374)
1	Office Specialist	Clerical Unit	R35 (\$29,370 - \$37,440)

3. Authorize appropriations and revenue adjustments to the Sheriff's 2005-06 budget, in the amount of \$142,455, as detailed under Financial Impact below. (Four votes required)

BACKGROUND INFORMATION: On December 14, 2004, the San Bernardino Police Department and the San Bernardino County Sheriff's Department entered into a Joint Services Agreement (JSA) to coordinate law enforcement service delivery in the contiguous residential area adjacent to The San Manuel Indian Reservation. On January 28, 2005, the Sheriff's Department assumed the responsibility to provide all law enforcement services to the Casino as well as all lands located within the boundaries of the San Manuel Indian Reservation. In furtherance of a government-to-government relationship, representatives from the San Manuel Band of Mission Indians and Sheriff's Department developed a contract to offset costs associated with law enforcement responses to the JSA District, which is located north of Highland Avenue and east of Arden Avenue, including the San Manuel Indian Reservation.

The proposed contract provides 1-Sergeant, 6-Deputies, 1-Sheriff's Service Specialist and 1-Office Specialist to provide services in this area. Three deputy positions have already been added by prior Board action (2-deputies on June 29, 2004 and 1-deputy on June 14, 2005), which are funded by the San Bernardino County Indian Gaming Local Community Benefit Committee. This contract term is open-ended, subject to termination upon 90-days advance written notice and will be amended annually to recover current costs.

Page 1 of 2

cc: Sheriff-Casey w/agreement
Tribe w/agreement c/o Sheriff
Auditor-Valdez w/agreement
IDS w/agreement
Risk Management
Sheriff-Penrod
EMACS-HR-Position Control
HR-Smith; Montoya (5)
Co. Counsel-Tilton; Basle
CAO-Rozko
File w/agreement

mll

Record of Action of the Board of Supervisors

AGREEMENT NO. 06-176

APPROVED(CONSENT CALENDAR)

**BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u> AYE </u>	<u> MOVE </u>	<u> AYE </u>	<u> AYE </u>	<u> SECOND </u>
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: February 28, 2006

BOARD OF SUPERVISORS
CONTRACT WITH THE SAN MANUEL BAND OF MISSION INDIANS FOR THE SHERIFF'S
DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES
February 28, 2006
Page 2 of 2

REVIEW BY OTHERS: This item has been reviewed and approved as to form by County Counsel (Dennis S. Tilton, Deputy County Counsel, 387-5246 and Jean-Rene Basle, Deputy County Counsel, 387-5477) on February 16, 2006; has been reviewed by Human Resources (Margaret D. Smith, Assistant Director, 387-5904) on February 17, 2006 and by the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on February 17, 2006.

FINANCIAL IMPACT: There is no local cost impact related to this item. The County will be reimbursed for all direct costs of providing this service. The Department is requesting an increase in appropriations and revenue, in the amount of \$142,455, to fund the partial year costs associated with this contract:

AAA-SHR-SHR 100 1010	Salaries	\$102,000
AAA-SHR-SHR 200 2130	Non-Inventoriable Equipment	\$40,455
AAA-SHR-SHR 9565	Contract Law Enforcement Revenue	\$142,455

Full year cost for the increased level of service is estimated at \$715,000, and will be included in the Department's 2006-07 budget.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Dennis J. Casey, Captain, 387-3637

MIN02-28 w SanManuel.DOC



FOR COUNTY USE ONLY

ORIGINAL

County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. SHR	A	Contract Number 06-176 A-1	
County Department SHERIFF			Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative DENNIS J. CASEY, CAPTAIN			Telephone (909) 387-0640		Total Contract Amount \$738,852	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 04/15/2006		Contract End Date		Amendment Amount \$738,852
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9565	GRC/PROJ/JOB No. SANMAN	Amount \$738,852
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Contract Law Enforcement 2006-07			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name San Manuel Band of Mission Indians hereinafter called TRIBE

Address 26569 Community Center Drive

Highland, CA 92346

Telephone (909) 864-8933 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRST AMENDMENT

Contract No. 06-176 providing law enforcement service to the San Manuel Band of Mission Indians is hereby amended, effective July 1, 2006, by replacing Schedule A, referred to in Paragraph II, with the Schedule A attached hereto and incorporated herein by reference.

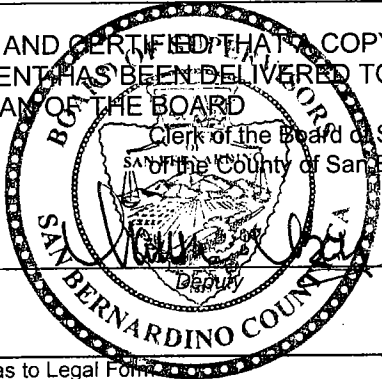
Except as amended, all other terms and conditions of this contract remain as stated therein.

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COUNTY OF SAN BERNARDINO
▶ Bill Postmus
Bill Postmus, Chairman, Board of Supervisors

Dated: AUG 15 2006

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Clerk of the Board of Supervisors
of the County of San Bernardino.



By [Signature]
AUG 15 2006

Approved as to Legal Form
▶ [Signature]
County Counsel, by Kevin L. Norris, Deputy
Date 7-27-06

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to BOS for Signature
▶ [Signature]
Department Head
Date 7/31/06

San Manuel Band of Mission Indians
(Print or type name of corporation, company, contractor, etc.)
By [Signature]
(Authorized signature - sign in blue ink)
Name Vincent Duro
(Print or type name of person signing contract)
Title Tribal Chairman
(Print or Type)
Dated: July 11, 2006
Address 26569 Community Center Drive
Highland, CA 92346

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
SAN MANUEL BAND OF MISSION INDIANS
2006-07

<u>LEVEL OF SERVICE</u>	<u>FY06/07</u> <u>COST</u> ¹
1 - Sergeant	\$ 150,902
6 - Deputy Sheriff	719,852
1 - Sheriff's Service Specialist	62,637
1 - Office Specialist (Formerly Station Clerk)	56,359
1 - Marked Unit	21,766
1 - Mid-size Pickup	7,177
Dispatch Services	62,356
Administrative Support	6,012
Services & Supplies	6,000
Vehicle Insurance	436
Personnel Liability & Bonding	13,611
County Administrative Cost	31,744
TOTAL COST:	\$ 1,138,852 ¹
Less Grant Funding	400,000 ²
	\$ 738,852

Monthly Payment Schedule:

1 st payment due July 15, 2006:	\$61,571
2 nd through 12 th payments due 5 th of each month:	\$61,571

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. The Board of Supervisors has already approved Memorandum of Understanding (MOU) adjustments for Safety Employees for 2006/07, 2007/08 and 2008/09 and for General Employees for 2006/07 and 2007/08. The contract will be amended annually to reflect MOU adjustments.

² Funds awarded to the Sheriff's Department by the San Bernardino County Indian Gaming Local Community Benefit Committee.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 15, 2006

FROM: GARY PENROD, Sheriff-Coroner
Sheriff's Department

**SUBJECT: FIRST AMENDMENT TO CONTRACT NO. 06-176 WITH THE SAN MANUEL
BAND OF MISSION INDIANS FOR THE SHERIFF'S DEPARTMENT TO
PROVIDE LAW ENFORCEMENT SERVICES**

RECOMMENDATION: Approve **First Amendment to Agreement No. 06-176** with the San Manuel Band of Mission Indians for the Sheriff's Department to provide law enforcement services, in the amount of \$738,852, which represents an increase of \$596,397, for the period of July 1, 2006 through June 30, 2007.

BACKGROUND INFORMATION: On January 28, 2005, the Sheriff's Department (Department) assumed the responsibility to provide all law enforcement services to the Casino as well as all lands located within the boundaries of the San Manuel Indian Reservation. In furtherance of a government-to-government relationship, representatives from the San Manuel Band of Mission Indians and the Department developed a contract to offset costs associated with law enforcement responses to the Joint Services Agreement District, which is located north of Highland Avenue and east of Arden Avenue, including the San Manuel Indian Reservation. On February 28, 2006, the Board of Supervisors approved Contract No. 06-176, in the amount of \$142,455, for the period of April 15, 2006 through June 30, 2006 for the Department to provide these services.

The proposed First Amendment increases the annual contract cost by \$596,397 from \$142,455 (2.5 months cost) to \$738,852 for 2006-07, consistent with full year costs and the recent safety and general employee salary and benefits increases. This contract term is open-ended, subject to termination upon 90-days advance written notice, and will be amended annually to recover current costs.

REVIEW BY OTHERS: This item has been reviewed and approved as to form by County Counsel (Kevin L. Norris, Deputy County Counsel, 387-5441) on July 27, 2006; and has been reviewed by the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on August 3, 2006.

FINANCIAL IMPACT: There is no local cost impact related to this item. The County will be reimbursed for all direct costs of providing this service. Appropriations and revenue, in the amount of \$738,852 were included in the Department's 2006-07 budget.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Dennis J. Casey, Captain, 387-3637

MIN08-15 c SanManuel.DOC

CC: Sheriff – Casey w/agree
Contractor c/o Sheriff w/agree
ACR – Mejico w/agree
IDS w/agree
Risk Management
Sheriff – Penrod
County Counsel – Norris
CAO – Rozko

File w/Agreement No. 06-176

mb

Record of Action of the Board of Supervisors

AGREEMENT NO. 06-176 A-1

APPROVED(CONSENT CALENDAR)

BOARD OF SUPERVISORS

COUNTY OF SAN BERNARDINO

MOTION	<u>AYE</u>	<u>ABSENT</u>	<u>MOVE</u>	<u>AYE</u>	<u>SECOND</u>
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: August 15, 2006



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel		Vendor Code			SC	Dep. SHR	A	Contract Number 06-176 A-2	
County Department SHERIFF					Dept. SHR	Orgn. SHR	Contractor's License No.		
County Department Contract Representative DENNIS J. CASEY, CAPTAIN					Telephone (909) 387-0640		Total Contract Amount \$761,883		
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					Contract Type				
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount \$761,883
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9565	GRC/PROJ/JOB No. SANMAN		Amount \$761,883		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Project Name Contract Law Enforcement 2007-08				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name San Manuel Band of Mission Indians hereinafter called TRIBE

Address 26569 Community Center Drive

Highland, CA 92346

Telephone (909) 864-8933 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

SECOND AMENDMENT

Contract No. 06-176 providing law enforcement service to the San Manuel Band of Mission Indians is hereby amended, effective July 1, 2007, by replacing Schedule A, referred to in Paragraph II, with the Schedule A attached hereto and incorporated herein by reference.

Except as amended, all other terms and conditions of this contract remain as stated therein.

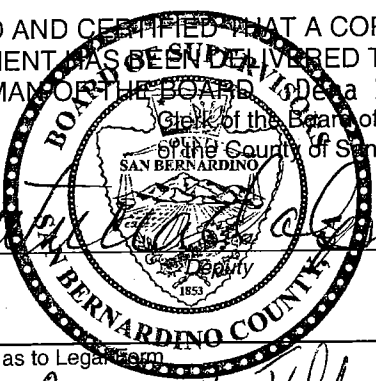
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COUNTY OF SAN BERNARDINO

Paul Biane
Paul Biane, Chairman, Board of Supervisors

Dated: JUL 24 2007

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS of the County of San Bernardino.



Dena M. Smith
Dena M. Smith
Clerk of the Board of Supervisors
of the County of San Bernardino.

San Manuel Band of Mission Indians

(Print or type name of corporation, company, contractor, etc.)

By Vincent Duro
(Authorized signature - sign in blue ink)

Name VINCENT DURO
(Print or type name of person signing contract)

Title VICE CHAIRMAN
(Print or Type)

Dated: 6/27/07

Address 26569 Community Center Drive
Highland, CA 92346

Approved as to Legal Form
Dennis S. Tilton
County Counsel, by Dennis S. Tilton, Deputy
Date 6-28-07

Reviewed by Contract Compliance
Date _____

Presented to BOS for Signature
Dennis S. Tilton
Department Head
Date 6/29/07

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
SAN MANUEL BAND OF MISSION INDIANS
2007-08

<u>LEVEL OF SERVICE</u>	<u>FY2007-08</u> <u>COST</u> ¹
1 - Sergeant	161,130
6 - Deputy Sheriff	759,358
1 - Sheriff's Service Specialist	65,011
1 - Office Specialist (Formerly Station Clerk)	58,277
2 - Marked Unit	48,626
1 - Mid-size Pickup	7,812
Dispatch Services	64,447
8 - Taser Replacement (Amortized over 4-years)	2,272
Administrative Support	5,676
Office Automation	1,927
Services & Supplies	6,600
Vehicle Insurance	1,902
Personnel Liability & Bonding	20,428
County Administrative Cost	33,417
TOTAL COST:	\$ 1,236,883 ¹
Less Grant Funding	(475,000) ²
NET COST:	\$ 761,883

Monthly Payment Schedule:

1 st payment due July 15, 2007:	\$63,493
2 nd through 12 th payments due 5 th of each month:	\$63,490

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. The Board of Supervisors has already approved Memorandum of Understanding (MOU) adjustments for Safety Employees for 2006/07, 2007/08 and 2008/09 and for General Employees for 2006/07 and 2007/08. The contract will be amended annually to reflect MOU adjustments.

² Funds awarded to the Sheriff's Department by the San Bernardino County Indian Gaming Local Community Benefit Committee.

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
SAN MANUEL BAND OF MISSION INDIANS
2007-08

LEVEL OF SERVICE SUMMARY

SAFETY:

	-	1
Sergeant	-	6
Deputy Sheriff		<u>7</u>

GENERAL:

Sheriff's Service Specialist	-	1.00
Office Specialist	-	1.00
Dispatcher	-	<u>0.89</u>
		2.89

VEHICLES:

	-	2
Marked Unit	-	1
Mid-size Pickup w/MDC		<u>3</u>

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

July 24, 2007

FROM: GARY PENROD, Sheriff-Coroner
Sheriff's Department

SUBJECT: SECOND AMENDMENT TO CONTRACT NO. 06-176 WITH THE SAN MANUEL BAND OF MISSION INDIANS FOR THE SHERIFF'S DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES

RECOMMENDATION:

1. Approve **Second Amendment to Contract No. 06-176** with the San Manuel Band of Mission Indians for the Sheriff's Department to provide law enforcement services, in the amount of \$761,883, which represents an annual increase of \$23,031, from \$738,852 to \$761,883, for the period of July 1, 2007 through June 30, 2008.
2. Authorize revenue adjustments in the Sheriff's Department 2007-08 budget, in the amount of \$75,000, as detailed under Financial Impact below. (Four votes required)

BACKGROUND INFORMATION: On January 28, 2005, the Sheriff's Department (Department) assumed the responsibility to provide all law enforcement services to the Casino as well as all lands located within the boundaries of the San Manuel Indian Reservation. In furtherance of a government-to-government relationship, representatives from the San Manuel Band of Mission Indians and the Department developed a contract to offset costs associated with law enforcement responses to the Joint Services Agreement District, which is located north of Highland Avenue and east of Arden Avenue, including the San Manuel Indian Reservation. On February 28, 2006, the Board of Supervisors (Board) approved Contract No. 06-176, in the amount of \$142,455, for the period of April 15, 2006 through June 30, 2006 for the Department to provide these services. On August 15, 2006, the Board approved a First Amendment to the contract, in the amount of \$738,852, to continue services from July 1, 2006 through June 30, 2007.

The proposed Second Amendment increases the annual contract cost by \$23,031, from \$738,852 to \$761,883, for 2007-08, consistent with full year costs and the recent safety and general employee salary and benefits increases. The cost of this contract is offset by funds received from the San Bernardino County Indian Gaming Local Community Benefit Committee. This funding has been increased from \$400,000 for 2006-07 to \$475,000 for 2007-08. This amendment includes the additional \$75,000 revenue offset. This contract term is open-ended, subject to termination upon 90-days advance written notice, and will be amended annually to recover current costs.

Page 1 of 2

cc: Sheriff – Casey w/ agree
Contractor c/o Sheriff w/ agree
Auditor – Accts Payable Mgr w/ agree
Auditor – General Acct Mgr w/ agree
Periculum c/o Risk Mgmt w/ agree
Risk Mgmt
Sheriff – Penrod
Co. Counsel – Tilton
CAO – Rozko
File w/ agree
ed 7/30/07

Record of Action of the Board of Supervisors
Agreement No. 06-176 A-2

**APPROVED (CONSENT CALENDAR)
BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	<u>AYE</u> 1	<u>AYE</u> 2	<u>ABSENT</u> 3	<u>MOVE</u> 4	<u>SECOND</u> 5
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DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: July 24, 2007

ITEM 050

BOARD OF SUPERVISORS
SECOND AMENDMENT TO CONTRACT NO. 06-176 WITH THE SAN MANUEL
BAND OF MISSION INDIANS FOR THE SHERIFF'S DEPARTMENT TO
PROVIDE LAW ENFORCEMENT SERVICES
JULY 24, 2007
PAGE 2 OF 2

REVIEW BY OTHERS: This item has been reviewed and by County Counsel (Dennis S. Tilton, Deputy County Counsel, 387-5246) on June 28, 2007; the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on July 12, 2007.

FINANCIAL IMPACT: There is no additional local cost impact related to this item. The County will be reimbursed for all direct costs of providing this service. Appropriations and revenue, in the amount of \$761,883, represents an increase of \$23,031 over the prior amendment which was included in the Department's 2007-08 budget. The Department is requesting a revenue adjustment for the increased grant funding of \$75,000 and resulting decrease in contract revenue of \$75,000, as follows:

Decrease	AAA-SHR-SHR 9565	Contract Law Enforcement Revenue	\$75,000
Increase	AAA-SHR-SHR 8955	State Grant Revenue	\$75,000

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Dennis J. Casey, Captain, 387-3637



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> No Change <input type="checkbox"/> Cancel		Vendor Code			SC	SHR	A	Contract Number 06-176 A-3	
County Department SHERIFF					Dept.	SHR	Orgn.	SHR	Contractor's License No.
County Department Contract Representative DENNIS J. CASEY, CAPTAIN					Telephone (909) 387-0640		Total Contract Amount \$1,228,602		
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount \$1,228,602			
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9565	GRC/PROJ/JOB No. SANMAN	Amount \$1,228,602			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name Contract Law Enforcement 2008-09				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
San Manuel Band of Mission Indians

Address
26569 Community Center Drive
Highland, CA 92346

Telephone
(909) 864-8933

Federal ID No. or Social Security No.

hereinafter called TRIBE

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIRD AMENDMENT

Contract No. 06-176 providing law enforcement service to the San Manuel Band of Mission Indians is hereby amended, effective July 1, 2008, by replacing Schedule A, referred to in Paragraph II, with the Schedule A attached hereto and incorporated herein by reference.

Except as amended, all other terms and conditions of this contract remain as stated therein.

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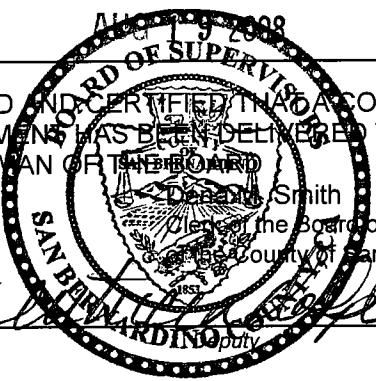
COUNTY OF SAN BERNARDINO

Paul Biane
Paul Biane, Chairman, Board of Supervisors

Dated: August 19, 2008

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Donna Smith
Clerk of the Board of Supervisors
of the County of San Bernardino.

By *[Signature]*
Deputy



San Manuel Band of Mission Indians
(Print or type name of corporation, company, contractor, etc.)
By *[Signature]*
(Authorized signature - sign in blue ink)

Name JAMES RAMOS
(Print or type name of person signing contract)

Title Chairman
(Print or Type)

Dated: 7/22/08

Address 26569 Community Center Drive
Highland, CA 92346

Approved as to Legal Form
[Signature]
County Counsel, by Steven Singley, Deputy
Date 7/31/08

Reviewed by Contract Compliance
Date _____

Presented to BOS for Signature
[Signature]
Department Head
Date 7/25/08

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
SAN MANUEL BAND OF MISSION INDIANS
2008-09

Rollover (does not include a salary increase for general employees)

<u>LEVEL OF SERVICE</u>	<u>FY2008-09</u> <u>COST</u>	
1 - Sergeant	164,437	1
6 - Deputy Sheriff	770,154	1
1 - Sheriff's Service Specialist	63,319	1
1 - Office Specialist	58,034	1
2 - Marked Unit	24,910	2
1 - Mid-size Pickup	4,005	2
Dispatch Services	64,147	1
3 - HTs (Equipment cost)	1,446	
3 - HTs (Access & Maint Only)	1,872	
8 - Taser Replacement (Amortized over 4-years)	2,272	
Administrative Support	5,406	
Office Automation	1,927	
Services & Supplies	9,882	
Vehicle Insurance	1,855	
Personnel Liability & Bonding	21,171	
County Administrative Cost	<u>33,765</u>	
TOTAL COST:	\$ 1,228,602	1

Monthly Payment Schedule:

1st payment due July 15, 2008:	\$102,389
2nd through 12th payments due 5th of each month:	\$102,383

¹ Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action.

² Vehicle costs do not include fuel and maintenance. The tribe is responsible for fuel and maintenance of all contract vehicles. Any fuel and maintenance costs charged to the county will be billed to the tribe on a quarterly invoice.

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
SAN MANUEL BAND OF MISSION INDIANS
2008-09

LEVEL OF SERVICE SUMMARY

SAFETY:
Sergeant
Deputy Sheriff

- 1
- 6

7

GENERAL:

Sheriff's Service Specialist - 1.00
Office Specialist - 1.00
Dispatcher - 0.89

2.89

VEHICLES:
Marked Unit
Mid-size Pickup w/MDC

- 2
- 1

3

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 19, 2008

**FROM: GARY S. PENROD, Sheriff-Coroner
Sheriff's Department**

**SUBJECT: THIRD AMENDMENT TO CONTRACT NO. 06-176 WITH THE SAN MANUEL
BAND OF MISSION INDIANS FOR THE SHERIFF'S DEPARTMENT TO
PROVIDE LAW ENFORCEMENT SERVICES**

RECOMMENDATION(S)

Approve **Third Amendment to Contract No. 06-176** with the San Manuel Band of Mission Indians for the Sheriff's Department to provide law enforcement services, in the amount of \$1,228,602, which represents an increase of \$466,719, from \$761,883 to \$1,228,602, for the period of July 1, 2008 through June 30, 2009.

(Presenter: Dennis J. Casey, Captain, 387-0640)

BACKGROUND INFORMATION

On January 28, 2005, the Sheriff's Department (Department) assumed the responsibility to provide all law enforcement services to the Casino as well as all lands located within the boundaries of the San Manuel Indian Reservation. In furtherance of a government-to-government relationship, representatives from the San Manuel Band of Mission Indians and the Department developed a contract to offset costs associated with law enforcement responses to the Joint Services Agreement District, which is located north of Highland Avenue and east of Arden Avenue, including the San Manuel Indian Reservation. On February 28, 2006, the Board of Supervisors (Board) approved Contract No. 06-176, in the amount of \$142,455, for the period of April 15, 2006 through June 30, 2006 for the Department to provide these services.

The Department made a change to the law enforcement contract methodology for 2008-09 related to vehicle fuel and maintenance. Formerly, each city and the San Manuel Band of Mission Indians was given the option of having fuel and/or maintenance included in the base contract amount, which was calculated based upon the prior year's actual costs, or the city and the San Manuel Band of Mission Indians could elect to pay fuel and/or maintenance costs directly. Starting July 1, 2009, all cities and the San Manuel Band of Mission Indians will be required to pay fuel and maintenance cost directly. This change in methodology results in a reduction to the San Manuel Band of Mission Indian's contract amount since the prior contract included fuel and maintenance (\$25,713 in 2007-08).

Page 1 of 2

cc: Sheriff-Casey w/ agree
Contractor c/o Sheriff w/ agree
ACR-Accts Payable Mgr w/ agree
Periculum c/o Risk Mgmt w/ agree
Risk Mgmt
Sheriff-Penrod
Co. Counsel-Singley
CAO-Erickson
File w/ agree
ed 8/21/08
Agreement No. 06-176 A-3
ITEM 034

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	<u>SECOND</u>	<u>ABSENT</u>	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: August 19, 2008

**BOARD OF SUPERVISORS
THIRD AMENDMENT TO CONTRACT NO. 06-176 WITH THE SAN MANUEL
BAND OF MISSION INDIANS FOR THE SHERIFF'S DEPARTMENT TO
PROVIDE LAW ENFORCEMENT SERVICES
AUGUST 19, 2008
PAGE 2 OF 2**

The proposed Third Amendment increases the annual contract cost by \$466,719 from \$761,883 to \$1,228,602 for 2008-09, consistent with full year costs and the recent safety employee salary and benefits increases. In addition, the cost of the prior 2007-08 contract was offset by funds received from the San Bernardino County Indian Gaming Local Community Benefit Committee in the amount of \$475,000. This funding was the result of Senate Bill 621 which established a process for tribal casinos to pay into a State fund that would mitigate the impact of tribal gaming. These funds have been discontinued for 2008-09 and therefore have been included as part of the annual contract cost for 2008-09. These increases are partially offset by the decrease in fuel and maintenance contract costs associated with the change in contract methodology.

This contract term is open-ended, subject to termination upon 90-days advance written notice, and will be amended annually to recover current costs.

FINANCIAL IMPACT

There is no additional local cost impact related to this item. The County will be reimbursed for all direct costs of providing this service. Appropriations and revenue, in the amount of \$1,228,602, represents an increase of \$466,719 over the prior amendment which was included in the Department's 2008-09 budget.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Steven Singley, Deputy County Counsel, 387-4271) on July 31, 2008 and the County Administrative Office (Matthew Erickson, Administrative Analyst, 387-3937) on August 6, 2008.

SUPERVISORIAL DISTRICT(S)

Third