

**RINCON/COUNTY OF SAN
DIEGO AGREEMENT FOR
SHERIFF SERVICES**

**BOS: December 13, 2005(15)
SIGNED: March 24, 2006**

**AGREEMENT
BETWEEN
COUNTY OF SAN DIEGO
AND
RINCON BAND OF LUISENO INDIANS
SPECIAL PURPOSE OFFICER**

THIS AGREEMENT made and entered into this 24TH day of MARCH, 2006 by and between the COUNTY OF SAN DIEGO, hereinafter referred to as "County," and RINCON BAND OF LUISENO INDIANS, hereinafter referred to as "RBLI"

RECITALS

WHEREAS, it is mutually recognized and agreed that the State of California, under Public Law 83-280, has the responsibility for the law enforcement on the various Indian Reservations within the State, and that this responsibility is carried out by and through the Counties of the State; and

WHEREAS, it is mutually understood that the RBLI desires to promote and provide a safe living environment for the members of the Rincon Band of Luiseno Indians. In order to enhance the law enforcement services available at the Rincon Indian Reservation, the RBLI desires to purchase services from the County of San Diego to supplement those services which are already being provided; and

WHEREAS, it is mutually understood that through this agreement, the County, acting through the Sheriff's Department, shall provide law enforcement services to achieve a safer living environment within the exterior boundaries of the Rincon Indian Reservation in San Diego County; and

WHEREAS, the County is agreeable to rendering necessary and additional law enforcement assistance through the San Diego County Sheriff's Department, hereinafter referred to as "Sheriff", in excess of the basic level of services customarily provided by the Sheriff for the public purpose of preserving public safety; and

WHEREAS, pursuant to approval by the Board of Supervisors on July 23, 2002 (12), the County and RBLI entered into an agreement for the services of a Special Purpose Officer, herein after referred to as "SPO", that expires on July 31, 2006; and

WHEREAS, pursuant to approval by the Board of Supervisors on November 5, 2003 (8), the County and RBLI entered into an agreement for the services of a second Special Purpose Officer, that expires on November 30, 2007, which the Sheriff has obtained a Community Oriented Policing Services Universal Hiring Grant on behalf of the RBLI with a remaining grant balance of \$25,000 through November 30, 2006; and

WHEREAS, RBLI agrees to consolidate the two existing and separate agreements into one new agreement by terminating the two prior agreements and increase the service level by an additional SPO for the period January 1, 2006 through December 31, 2009; and increase service level for special events and immediate, intermittent services as needed; and RBLI agrees to continue to pay for and receive services of the SPO service levels as reflected in Exhibits A & B, plus special events, and the County agrees to provide such compensated services; and

WHEREAS, on December 13, 2005 (15), the Board of Supervisors authorized the Clerk of the Board to accept and execute a consolidated agreement expiring on December 31, 2009 for the law enforcement service level reflected in Exhibit B; and

WHEREAS, such contracts are authorized and provided for by the State of California Government Code Sections 26227 and 55631 et seq.; and

NOW, THEREFORE, for and in consideration of the premises and for the mutual covenants and conditions hereinafter stated, the respective parties hereto do agree as follows:

I. PURPOSE AND INTENT

- a) This Agreement is entered into for the express purpose and intent of providing proactive enforcement in excess of the basic level of services customarily provided by the County through the Sheriff. Said purpose shall be effectuated in the manner hereinafter set forth.
- b) The County, through the Sheriff, shall provide the RBLI supplementary law enforcement services for the Rincon Indian Reservation, including necessary personnel, and equipment, according to a plan for law enforcement services developed, and approved by the Sheriff or his authorized representative(s).

II. SCOPE OF SERVICE

- a) Such law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under County Charter and statutes of the State of California, and shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement with the RBLI for supplemental law enforcement services.
- b) Notwithstanding any other provision of this Agreement, the Sheriff may temporarily cancel the providing of services for any activity if he concludes that he has insufficient available personnel to provide the services requested by the RBLI, and to perform his other duties as required by law. In such cases, the Sheriff shall provide adequate notice. Service will be restored as soon as practical. In such a case, the RBLI is relieved from the

obligation set forth in paragraph V d) below for the period during which services are cancelled.

c) The rendition of such services, the standards of performance, the selection and discipline of the Sheriff's deputies employed pursuant to this Agreement, and other matters incident to the performance of such services and the control of such personnel shall remain with the Sheriff or his authorized representative(s).

III. LEVEL OF SERVICE

a) The RBLI shall determine if a change in service level is required by the RBLI for the following year and the RBLI shall determine whether or not to continue any agreed-to supplemental or special services that increase or decrease the service level.

b) The RBLI shall notify County of any service level change through the Sheriff ninety (90) days prior to the expiration of the agreement in writing, or, if made in person or by telephone, be confirmed in writing by the requestor within forty-eight (48) hours of the request. Requests for changes to service level, supplemental or special services shall be in writing or confirmed in writing may include e-mail correspondence.

c) If the RBLI fails to give Notice of the service level to the Sheriff's Department ninety (90) days prior to the expiration of the agreement each year, the service level will continue at the existing service level for the next Agreement period.

d) Upon a request from the RBLI, the County through the Sheriff may adjust the service levels including, but not limited to, the addition or reduction in SPO positions, special events and immediate, intermittent services.

IV. AGREEMENT COSTS

- a) Agreement cost for services provided by Sheriff shall be based upon Sheriff's actual cost of such services as reflected in Exhibit B with updates to be calculated annually.
- b) Vehicle operating costs shall be based on the most current actual operating costs adjusted for anticipated increases in fleet operational costs projected for the subsequent Agreement period.
- c) All other costs (excluding salary, benefits and liability costs) shall be based upon Sheriff's established budgetary standard costs necessary to support a staff person in service and / or other costs identifiable and allocable based on accounting records.
- d) All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for each party for the performance of the services stated herein.

V. AGREEMENT ADMINISTRATION

- a) In the event of dispute between the parties as to the extent of the duties and services to be rendered hereunder, or the extent of service, manner of performance or deployment of such service, the reasonable determination thereof made by the Sheriff or his authorized representative(s) shall be final and conclusive as between the parties hereto.
- b) The hours of work and the duties to be performed by the Sheriff's deputy under this Agreement are specified in Exhibit A and are incorporated by reference.
- c) The RBLI in cooperation with the Sheriff may request that services be directed in and around the reservation where it is most needed; however, final deployment of staff shall be made by the Sheriff or his representative(s).

d) The County, acting through the Sheriff, shall provide the RBLI with the requested service level for Special Purpose Officers (SPOs) agreed to and reflected in Exhibit B, for duration of the agreement which expires December 31, 2009. This would encompass law enforcement protection within the exterior boundaries of the RBLI Indian Reservation. Notwithstanding any other provision, personnel assigned to duty may exit the boundaries when responding to an emergency or urgent request for assistance off the Reservation. The RBLI is responsible for the full actual costs of the Agreement service level of SPOs agreed to, through December 31, 2009 reflected in Exhibit B. This Agreement may be revised in subsequent years to reflect appropriate cost with service level modifications being made by mutual agreement of the County and the RBLI, as defined in Section III.

e) The County shall notify the RBLI if it has been determined that any anticipated increase would exceed the estimated agreement cost plan by ten percent (10%) or more. In such a case, the County shall provide adequate written notice.

f) The County shall furnish and supply all necessary labor, supervision, equipment, communications and supplies necessary to maintain the level of service to be rendered hereunder.

g) The RBLI shall purchase a vehicle meeting the Sheriff's specifications to be used in performance of this agreement, and the RBLI shall retain ownership of the vehicle and all replacement vehicles. The costs of fuel, maintenance and repair of the vehicle shall be paid by Sheriff's Department and will be reimbursed by the RBLI, as part of the regular billing process, as set forth in Exhibit B and agreed to by the parties. The RBLI shall be responsible for providing a new replacement vehicle meeting the Sheriff's specifications for each vehicle that is driven 90,000 miles in the performance of this agreement and for each vehicle that is damaged beyond repair in the performance of the agreement due to

causes other than negligence and /or misconduct by the Sheriff's Department. In the event that a vehicle is damaged beyond repair by the negligence and /or misconduct by the Sheriff's Department, the County shall compensate the RBLI for the loss of the damaged vehicle at full replacement cost, and the RBLI shall provide County with a replacement vehicle meeting the Sheriff's specifications to be used in the performance of the agreement. All vehicles used in performance of this agreement shall be returned to the RBLI by the Sheriff at the end of their useful service or at the termination of this agreement.

h) Both parties hereto in the performance of this Agreement will act as independent contractors and not as agents, employees, partners, joint ventures, or associates of one another.

VI. METHOD OF PAYMENT

The County shall invoice the RBLI quarterly for the actual costs of the services received. The RBLI within thirty (30) days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at mailing address P.O. Box 939062, San Diego, CA 92193-9062 for the services provided under this Agreement.

VII. INSURANCE

Without limiting the RBLI indemnification of the County, the County shall provide and maintain a program of liability insurance, consisting of self-insurance, providing Comprehensive General Liability and Comprehensive Auto Liability insurance.

VIII. INDEMNIFICATION

a) All personnel provided by the Sheriff in the performance of the services and functions of this Agreement for said RBLI shall be County officers and employees. The RBLI shall have no liability for any direct payment of salaries, wages or other

compensation to any County officers and employees engaged in such performance. The RBLI shall not be liable for compensation or indemnity to any County employee for expenses or damages incurred from injury or sickness arising out of employment.

b) Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the Rincon Band Luiseno Indians, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'RBLI'), from any claim, action or proceeding against RBLI, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, RBLI may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. RBLI shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

c) Claims Arising From Sole Acts or Omissions of RBLI

The RBLI hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of RBLI in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve RBLI of any obligation imposed by this Agreement. County shall notify RBLI promptly of any claim, action or proceeding and cooperate fully in the defense. In addition, when liability arises pursuant to Government Code Sections 830 et seq. by reason of a dangerous condition of RBLI property, RBLI shall assume the defense of and indemnify and hold harmless the County from all loss, cost of expenses arising out of the dangerous conditions of property of RBLI. The duty of

RBLI to defend, indemnify, and hold harmless the County in respect to any dangerous condition of RBLI property shall apply regardless of County's knowledge of or duty to warn RBLI of such condition and regardless of any special relationship between RBLI and County in regard to such dangerous conditions of RBLI property.

d) Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and RBLI hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and RBLI. In such cases, County and RBLI agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph f) below.

e) Joint Defense

Notwithstanding paragraph d) above, in cases where County and RBLI agree in writing to a joint defense, County and RBLI may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of RBLI and County. Joint defense counsel shall be selected by mutual agreement of County and RBLI. County and RBLI agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph f) below. County and RBLI further agree that neither party may bind the other to a settlement agreement without the written consent of both County and RBLI.

f) Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and RBLI may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

IX. AMENDMENTS OR MODIFICATIONS

Either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service which are mutually agreed upon by and between County and RBLI, shall be effective when incorporated in written amendments to this Agreement and approved by both County and RBLI.

X. TERMINATION FOR CONVENIENCE

Notwithstanding any other section or provision of this agreement, either party hereto may terminate this agreement by giving advance written notice of intention to terminate as specified in Section XI.

XI. TERMS OF AGREEMENT

- a) It is mutually understood that this amended Agreement is for the service level for SPO(s) as specified in Exhibit B for the duration of the agreement, ending December 31, 2009, but may be extended for additional years if both parties agree. The Sheriff is authorized to execute extensions of this Agreement and to adjust service levels, provided that sufficient funds and /or positions are available to support the service delivery.
- b) This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the Agreement period or through December 31, 2009.
- c) Any party may terminate this Agreement by giving thirty (30) days notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties, and may be renegotiated or modified at any time by mutual agreement in writing.
- d) This writing embodies the whole of the Agreement and supersedes any oral or other agreements on this subject between the parties other than those expressed herein.

e) No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

XII. SOVEREIGN IMMUNITY

Consent to Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion of Tribal Remedies.

Rincon Band of Luiseno Indians (RBLI) grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, RBLI (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the federal courts of the United States, or in the event the federal courts refuse to hear such case for lack of jurisdiction, the State courts of the State of California (including any courts to which appeals there from are available); (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County. RBLI does not waive the defense of sovereign immunity with respect to any action by third parties.

XIII. NOTICES

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To: RINCON BAND OF LUISENO INDIANS

John Currier
CHAIRMAN of the
RINCON BAND LUISENO INDIANS
P.O. Box 68
Valley Center, CA 92082

To County and Sheriff:
Deputy Chief Administrative Officer
County of San Diego, Public Safety Group
734 West Beech, Suite 301
San Diego, CA 92101

and

Sheriff
County of San Diego
P.O. Box 939062
San Diego, CA 92193-9062
Attn: Contracts Manager

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused
these presents to be subscribed on the day and year first above written.

RINCON BAND OF LUISENO INDIANS
1 West Tribal Rd.
Valley Center, CA 92082

By [Signature]
Title CHAIRMAN

APPROVED AS TO FORM
AND LEGALITY:

COUNTY OF SAN DIEGO

JOHN J. SANSONE
County Counsel

By [Signature]
Senior Deputy

By Thomas J. Pastuszka
Clerk of the Board of Supervisors

APPROVED AND/OR AUTHORIZED BY THE BOARD
OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 12.13.05 MINUTE ORDER NO. 15
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS
BY [Signature]
DEPUTY CLERK

EXHIBIT A**SPECIAL PURPOSE OFFICER – DEPUTY SHERIFF****RINCON BAND OF LUISENO INDIANS****DUTIES:**

The Special Purpose Officer establishes a strong relationship with the constituency of the RBLI Indian Reservation. The officer identifies problems in the area and utilizes available and appropriate resources to resolve the problems. The officer provides investigative support for the area and initiates primary investigations when indicated. The officer completes follow-up investigations of reported crimes and works closely with patrol deputies, the public, area investigators, specialized investigative units, crime prevention specialists and other agencies to enhance the efficiency of area law enforcement. The officer prepares cases for presentation to the District Attorney for issuance of complaints. The officer prepares affidavits for and obtains search and arrest warrants, and then makes appropriate return to the court of issuance. The officer examines and processes crime scenes, interviews victims, witnesses, informants and suspects. The officer establishes a close liaison with the Rincon Tribal Council, enterprises, schools, clubs, private groups, and the community.

The officer performs patrol functions when directed and responds to law enforcement and civil emergencies. The officer keeps monthly statistics on cases and projects and their dispositions. The officer sets up surveillance and pursues known criminals. The officer performs media liaison as directed by the supervisor and establishes a liaison with the District Attorney's Office and other local law enforcement.

The normal work days/hours, without relief, will be assigned based on the operational needs of the RBLI Tribal Council as determined by the Sheriff's Department command.

Exhibit B
Rincon Band of Luiseno Indians
Estimated Cost for Patrol Unit
Consolidated - Three Deputy Costs by FY

	<u>FY05-06</u>	<u>FY06-07</u>	<u>FY07-08</u>	<u>FY08-09</u>	<u>FY09-10</u>	<u>Total Costs</u>
Salaries & Benefits						
3rd Deputy	\$ 65,750	\$ 135,958	\$ 141,347	\$ 146,954	\$ 80,774	\$ 570,783
1st Deputy	\$ 130,775	\$ 135,958	\$ 141,347	\$ 146,954	\$ 80,774	\$ 635,808
2nd Deputy	\$ 130,775	\$ 135,958	\$ 141,347	\$ 146,954	\$ 80,774	\$ 635,808
Sergeant	-	-	-	-	-	\$ -
Clerical	-	-	-	-	-	\$ -
Sub-Total S&B	\$ 327,300	\$ 407,874	\$ 424,041	\$ 440,862	\$ 242,323	\$ 1,842,400
Services & Supplies						
3rd Deputy	\$ 22,975	\$ 5,751	\$ 5,751	\$ 5,751	\$ 2,875	\$ 43,103
1st Deputy	\$ 5,751	\$ 5,751	\$ 5,751	\$ 5,751	\$ 2,875	\$ 25,879
2nd Deputy	\$ 5,751	\$ 5,751	\$ 5,751	\$ 5,751	\$ 2,875	\$ 25,879
Sergeant & Clerical	-	-	-	-	-	\$ -
Sub-Total S&S	\$ 34,477	\$ 17,253	\$ 17,253	\$ 17,253	\$ 8,626	\$ 94,861
Weapons	\$ 2,430	\$ -	\$ -	\$ -	\$ -	\$ 2,430
Vehicle Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle operations						
3rd Deputy	\$ 3,868	\$ 8,174	\$ 8,640	\$ 9,134	\$ 4,829	\$ 34,645
1st Deputy	\$ 7,736	\$ 8,174	\$ 8,640	\$ 9,134	\$ 4,829	\$ 38,514
2nd Deputy	\$ 7,736	\$ 8,174	\$ 8,640	\$ 9,134	\$ 4,829	\$ 38,514
Sergeant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total Vehicle	\$ 19,340	\$ 24,522	\$ 25,920	\$ 27,403	\$ 14,488	\$ 111,672
Liability						
3rd Deputy	\$ 1,250	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,250	\$ 10,000
1st Deputy	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,250	\$ 11,250
2nd Deputy	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,250	\$ 11,250
Sub-Total Liability	\$ 6,250	\$ 7,500	\$ 7,500	\$ 7,500	\$ 3,750	\$ 32,500
Sub-total Operating Costs	\$ 389,797	\$ 457,149	\$ 474,713	\$ 493,017	\$ 269,187	\$ 2,083,863
Overhead 28.3%	\$ 92,626	\$ 115,428	\$ 120,004	\$ 124,764	\$ 68,577	\$ 521,399
Total Costs	\$ 482,423	\$ 572,577	\$ 594,717	\$ 617,781	\$ 337,765	\$ 2,605,263
RBLI Revenue only	\$ 457,423	\$ 572,577	\$ 594,717	\$ 617,781	\$ 337,765	2,580,263
COPS Revenue 2nd Dep	\$ 25,000					\$ 25,000

Salaries & Benefits are based on top step & currently known S&B information
3rd Deputy costs for FY 05-06 is based on effective date of January 1, 2006.
These positions are without relief