

**COOPERATIVE AGREEMENT
BETWEEN THE
ROBINSON RANCHERIA POLICE DEPARTMENT,
A FEDERALLY DEPUTIZED POLICE AGENCY
OF THE UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE
LAKE COUNTY DISTRICT ATTORNEY,
LAKE COUNTY, CALIFORNIA.**

This Interagency Agreement (“Agreement”) is entered into on this 12th day of August, 2010, by and between the Lake County District Attorney’s Office, County of Lake, hereinafter referred to as the District Attorney’s Office, and the Robinson Rancheria Police Department, hereinafter referred to as the Agency, a federally deputized police agency, deputized by the United States Department of the Interior, Office of Justice Services under the authority of the Indian Law Reform Act, 25 U.S.C. §§ 2801, et seq.

**I.
RECITALS**

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

1. The Robinson Rancheria (“Tribe”) is a federally recognized Indian tribe organized under a written Constitution, with the Robinson Rancheria Citizens Business Council (“Council”) as the governing body of the Tribe.

2. The Tribe is the beneficial owner of the Robinson Rancheria (“Reservation”), located approximately three miles northwest of Nice, California, in the unincorporated area of Lake County, California. Title to the Tribe’s Reservation trust lands is owned by the United States of America in trust for the Tribe.

3. Pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §2801, et seq., the Tribe has entered into a Deputation Agreement, dated May 11, 2009, with the United States Department of the Interior, to provide law enforcement services to all persons who reside, work, or visit the Reservation (“Deputation Agreement”).

4. Pursuant to the Deputation Agreement, the Secretary of the Interior has issued Special Law Enforcement Commissions to officers of the Tribe’s Tribal Police Department authorizing the Special Law Enforcement Commissioned Officers (“SLEC Officers”) to enforce federal laws on the Reservation and, under certain circumstances, off of the Reservation.

5. As federal law enforcement officers, the Agency’s SLEC Officers have the authority, pursuant to California Penal Code §830.8, to make arrests, under certain circumstances, for violations of California’s criminal laws.

6. The Department of the Interior recognizes that Agency Officers have the authority to enforce all federal and tribal laws applicable to Indian Country and as authorized by the

Deputation Agreement, pursuant to the Indian Law Reform Act, 25 U.S.C. § 2801, et. seq., and to exercise powers of arrest and make arrests for violations of the criminal laws of the State of California, pursuant to and subject to the limitations set forth in California Penal Code § 830.8.

7. The Parties agree that the most effective method of evaluating whether: (1) a person arrested by the Agency should be prosecuted under State law and (2) the prosecution of those arrested by the Agency pursuant to State law, would be for the District Attorney's Office to accept the SLEC Officers' arrest reports directly from the Agency and for the Agency to make the SLEC Officers available for testimony without the necessity for the issuance of subpoenas.

8. It is in the best interests of the District Attorney's Office and the Agency to work cooperatively together to ensure the timely arrest and prosecution of persons who commit crimes on the Reservation and within the County. It is, therefore, in the best interests of the District Attorney's Office and the Agency to enter into this Agreement.

II. **PURPOSE.**

The purpose of this Agreement is to enhance cooperation between the District Attorney's Office and the Agency in order to improve law enforcement on the Reservation and within the County. All parties to this Agreement recognize that they each have law enforcement responsibilities within "Indian country," as that term is defined by 18 U.S.C. § 1151, within the County under Public Law 280, 18 U.S.C. § 1162, pursuant to their respective jurisdictions. Cooperation in law enforcement and related matters is, therefore, of mutual advantage to both the Agency and the District Attorney's Office. It is desirable and in the best interest of the public and tribal members for the District Attorney's Office and the Agency to coordinate their actions with each other. This Agreement will facilitate cooperation between the District Attorney's Office and the Agency with regard to their respective law enforcement activities.

In consideration of the above recited facts and the mutual promises contained herein, the Parties hereby agree as follows:

III. **TERMS OF THE AGREEMENT.**

1. Qualification of Agency Officers. Agency Officers will be California POST trained and have the SLEC certification. All Agency Officers shall be eligible under the provisions of Proposition 115, the "Crimes Victims Justice Reform Act," codified in Penal Code § 872(b), to testify at any Preliminary Examination that an Agency Officer has been requested by the District Attorney's Office to attend.

2. Agency Officers to Assist in District Attorney Investigations. Upon request, the Agency shall assist the District Attorney's Office in all investigations regarding crimes which occur on the Reservation. This will include, but not be limited to, arrests, investigations, gathering and preservation of evidence, testifying, and other law enforcement services which

would support the investigation of a crime under review by the District Attorney's Office.

3. Acceptance of Agency Reports. Agency Officers shall submit their criminal investigations and arrest reports from the Agency for complaint and prosecution of California State law violations which occur on the Reservation or which are within the jurisdiction of the Agency directly to the District Attorney's Office. The Agency shall prepare its arrest reports in the same format as those of the Lake County Sheriff's Department or in any other format requested by the District Attorney's Office. If requested to do so by the District Attorney's Office, all Agency Officers shall participate in and receive training on the preparation of arrest reports in the format requested by the District Attorney's Office from an employee of the District Attorney's Office or the Lake County Sheriff's Department, appointed by the District Attorney for that purpose. Such training shall be provided to the Agency Officers at a day and time that is mutually convenient to the Parties.

4. Judicial Committee. The District Attorney's Office, when requested by the Agency, will provide a representative to participate in the Tribe's Judicial Committee. The Judicial Committee was created by the Tribe's Business Council to oversee and provide direction and support to the Agency, on issues pertaining to the Agency and the Lake County court system.

5. Communication Between the Parties. The District Attorney's Office and the Agency shall communicate with each other on a regular basis and will work together cooperatively to implement this Agreement and to resolve any issues raised by either of the Parties pertaining to this Agreement.

6. Service of Subpoenas. The Agency will accept service of subpoenas and assist in the service of subpoenas to the Parties involved in prosecuting arrests or investigations conduct by the Parties.

7. Availability of Agency Officers for Testimony. The Agency shall make its Officers available to the District Attorney's Office for testimony when required by the District Attorney's Office. The Agency shall not require the District Attorney's Office to issue subpoenas for the testimony, but shall make Agency Officers available upon request of the District Attorney's Office. The District Attorney's Office shall make its best efforts to schedule such testimony at a time that is convenient to the Agency and its Officers. In the alternative, the District Attorney's Office may subpoena any Agency Officer to testify at any hearing, which in the discretion of the District Attorney's Office, requires the Officer subpoenaed to testify. The District Attorney's Office shall cause the subpoena to be served on the Officer by faxing the subpoena to the Chief of the Agency, or any person designated by the Chief in writing. The Chief, or the Chief's designee, shall cause the subpoena to be personally served upon the Officer and shall complete a proof of service on a form provided to the Agency by the District Attorney's Office for that purpose, and within no less than twenty-four (24) hours, cause the completed proof of service to be faxed and the original to be mailed to the District Attorney's Office. Upon execution of this Agreement by the Parties, the Chief of the Agency shall provide in writing to the District Attorney's Office the fax number that the District Attorney's Office shall use to fax subpoenas to the Chief under this Paragraph. The Agency shall notify the District Attorney's Office in writing,

within twenty-four (24) hours, of any change of the fax number designed under this Paragraph.

8. Pitchess Motions. All “Pitchess Motions” to obtain copies of any records from any Agency Officers’ personnel files shall be the responsibility of the Agency to respond to and defend.

9. Access to District Attorney Investigations. The District Attorney’s Investigators may assist the Agency in the investigation of critical incidents and major crimes when they are available and it is necessary to either assist the Lake County Sheriff or other agencies, or when those agencies are unavailable at the discretion and direction of the District Attorney.

10. Critical Incidents. The Parties will develop an officer-involved incident protocol to define the participation of the District Attorney in the investigation, and the respective roles and responsibilities of the Parties.

11. Dispute Resolution. Whenever, during the term of this Agreement, any disagreement or dispute arises between the Parties as to the interpretation of this Agreement, or any rights or obligations arising hereunder, all such matters shall be resolved, whenever possible, by meeting and conferring. Either Party may request such a meeting by giving notice to the other, in which case such other Party shall make itself available. After the Parties confer, either Party may terminate this Agreement in accordance with Paragraph 12 below. Termination of this Agreement shall be the sole and exclusive remedy for a breach of this Agreement and the Parties expressly waive any and all other remedies they have at law or equity for a breach of this Agreement.

12. Termination and Review. Subject to the provisions of this paragraph 12 and paragraph 11 above, each Party shall have the right to terminate this Agreement without cause. In the event that either Party serves the other with notice of its intent to terminate this Agreement under provisions of subsection (b) of paragraph 16 below, the other Party may then initiate meet-and-confer proceedings under Paragraph 11 of this Agreement to address any issue or disagreement it may have regarding the termination of this Agreement. Also, the Parties shall meet at least annually on a day and time mutually agreed to, to review and evaluate this Agreement and to determine if any amendments need to be made to this Agreement.

13. Funding. Nothing in this Agreement shall obligate either party to provide any funding to the other Party or require either Party to expend any funds under this Agreement.

14. Principal Contacts. The principal contacts for this Agreement are:

Lake County District Attorney's Office:

Jon Hopkins, District Attorney
Lake County District Attorney's Office
225 N. Forbes Street
Lakeport, CA 95453

Phone: 707-263-2251
Facsimile: 707-263-2328
e-mail: jonh@co.lake.ca.us

Robinson Rancheria Tribal Office:

David Mendoza, Chief of Police
Robinson Rancheria Tribal Police Department
P. O. Box 4015
Nice, CA 95464

Phone: 707-275-0527
Facsimile: 707-275-0235
e-mail: dmendoza@robinsonrancheria.org

16. Effective Date and Term. This Agreement shall become effective on the date that it is executed by the both Parties and shall remain in effect until: (a) it is rescinded or superseded pursuant to a written agreement between the Parties, or (b) either Party gives the other party *sixty (60) days advance* written notice of its intent to terminate this Agreement.

ROBINSON RANCHERIA TRIBAL OFFICE

LAKE COUNTY DISTRICT ATTORNEY

David Mendoza
Chief of Police
Robinson Rancheria Police Department
Date: August 12, 2010

Jon Hopkins
District Attorney of the County of Lake
Date: August 12, 2010

Tracey Avila, Chairperson
Robinson Rancheria
Date: August 12, 2010