

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COYOTE VALLEY BAND OF POMO INDIANS AND THE
MENDOCINO COUNTY SHERIFF'S OFFICE**

This Agreement ("Agreement") is entered into on this May 1, 2014, by and between the Coyote Valley Band of Pomo Indians ("Tribe"), a federally recognized Indian tribe, whose principal place of business is located at 7651 North State St, Redwood Valley, California, 95470, and the Mendocino County Sheriff's Office ("MCSO"), with its principal place of business located at 951 Low Gap Road, Ukiah, California, 95482. The Tribe and the MCSO shall be collectively referred to in this Agreement as the "Parties."

RECITALS

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

1. The Tribe is a federally recognized Indian tribe organized under a written Constitution, with the Coyote Valley Tribal Council ("Council") as the governing body of the Tribe.
2. The Tribe is the beneficial owner of the Coyote Valley Indian Reservation ("Reservation"), which comprises approximately 70 acres of land located approximately seven miles North of Ukiah in Mendocino 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 December 4, 2013, 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 Coyote Valley Reservation Police Department ("CVRPD") 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, CVRPD'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. The CVRPD acknowledges offenses listed in the Major Crimes Act [18 USC 1153] are outside federal jurisdiction and not applicable on the Reservation and prosecution of these offenses rests solely with the State. At all times, the CVRPD acknowledges that the MCSO has jurisdiction over prohibitory offenses committed on the Reservation (Pub. L. 280 [18U.S.C., § 1162 et seq.] [California v. Cabazon Band of Mission Indians 480 US 202 (1987)]).
6. The Parties agree that the most effective method of communication and information sharing between MCSO and CVRPD, would be for the MCSO to dispatch directly for CVRPD.

AGREEMENT

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

7. This agreement is regarding the information sharing agreement between the MCSO and the CVRPD as discussed by the Parties in November 2013. The information that will be shared under the terms of this Agreement will include only local information, defined as local probation, local warrants, BOLO's, and any other local information allowed by law.

8. In an effort to share information to the extent allowed by law, and to show the cooperative working relationship between the two agencies the MCSO has agreed to an information sharing agreement including limited dispatch services.

9. CVRPD will pay the MCSO \$30,000 for 36 months of information sharing. After this agreement has been signed by all Parties, MCSO will send a bill for the full amount of the agreement, \$30,000. CVRPD will pay to MCSO the amount billed, within 30 days of receipt of the bill.

10. MCSO will not dispatch calls received on their business or emergency lines to the CVRPD, nor will the MCSO ask CVRPD Officers to handle such calls. MCSO will not ask CVRPD to provide any other services to the MCSO regarding calls for service. MCSO will dispatch a deputy to provide assistance to CVRPD when such assistance is requested.

11. Currently MCSO is unable to provide access to CLETS information, until the legal requirements have been met. Once this access has been approved this Agreement may be restructured to include CLETS information being shared with CVRPD.

12. This information sharing and cooperative agreement is made possible by the conformation of both CVRPD's and CVRPD Officers' adherence to the SLEC officer program and Deputation Agreement. Any deviation may void further assistance, based on current state laws.

13. When asked by CVRPD, MCSO's dispatch center will provide local information only, without the use of CLETS.

14. CVRPD will have the ability to utilize the MCSO radio frequency via MCSO dispatch to notify MCSO of traffic enforcement stops by CVRPD officers as well as police related calls for service received directly by CVRPD.

15. CVRPD is authorized to communicate with MCSO staff using the MCSO radio frequencies, for the above listed services and assistance. Any abuse of the channels will be brought to the attention of the CVRPD Chief of Police for immediate remedy.

16. **Future, Additional Agreements.** The Parties acknowledge that additional agreements with respect to issues that may arise between the Parties in the implementation of this Agreement may become necessary. When such issues arise, the Parties agree to meet and

confer in good faith in an effort to resolve those issues by reaching such agreements.

17. **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 within seven (7) days thereafter. If such matters cannot be so resolved within ten (10) days after the longer of the giving of such notice to confer or of the Parties conferring that commenced within seven (7) days of giving such notice, either Party may seek declaration and/or injunctive relief in any court of competent jurisdiction to enforce the provisions of this Agreement. The Parties expressly agree to waive any right that either party may have for any cause of action for money damages against the other arising from a breach of any provision of this Agreement.

18. **Notices.** Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing and: (1) delivered personally or (2) sent by certified mail, postage prepaid, return receipt requested, and addressed to the appropriate party at its address set forth above, or such other addresses as a Party may specify to the other in a notice given pursuant to this Paragraph.


19. **Construction.** To the extent state law applies, this Agreement shall be governed in accordance with the laws of the State of California. The descriptive headings of the paragraphs of this Agreement are for convenience only and are not to be used in the construction of the contents of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.

20. **Term.** This Agreement shall become effective on May 1, 2014 and shall remain in effect until: (a) May 1, 2017 or (b) it is rescinded or superseded pursuant to a written agreement between the Parties.

21. **Authorization.** The Tribe warrants that Chairman Michael Hunter, has been authorized by an appropriate resolution of the Coyote Valley Tribal Council to execute this Agreement pursuant to the Tribe's Constitution, which authorizes the Tribal Council to enter into agreements with local governments to promote the health and general welfare of the Tribe. The MCSO warrants that Thomas Allman, Sheriff of Mendocino County and John Pinches, Chair for the Board of Supervisors for the County of Mendocino, by appropriate resolution of the Board of Supervisors of the County of Mendocino, have been authorized to execute this Agreement on behalf of the MCSO and the County of Mendocino.

Executed and delivered as of the date first written above in Ukiah, California.

COYOTE VALLEY

By: 

Michael Hunter, Chairman

MENDOCINO COUNTY SHERIFF

By: 

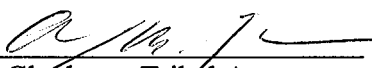
Thomas Allman, Sheriff

**MENDOCINO COUNTY
BOARD OF SUPERVISORS**

By: _____

John Pinches, Chair

APPROVED AS TO FORM:


Alex Cleghorn, Tribal Attorney


Doug Losak, Acting County Counsel



COYOTE VALLEY

—Band of Pomo Indians—

COYOTE VALLEY BAND OF POMO INDIANS TRIBAL COUNCIL

RESOLUTION NO. CV-TC-05-01-14-02

A RESOLUTION OF THE COYOTE VALLEY BAND OF POMO INDIANS TO ENTER AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COYOTE VALLEY BAND OF POMO INDIANS AND THE MENDOCINO COUNTY SHERIFF'S OFFICE

WHEREAS, the Coyote Valley Band of Pomo Indians of California ("Tribe") is a federally recognized Indian Tribe, recognized by the United States of America through the Secretary of the Interior as a sovereign Indian Tribe possessed with inherent powers of tribal self-government; and

WHEREAS, among the powers of inherent sovereignty vested in the Coyote Valley Band of Pomo Indians General Council is the power to determine its own form of government, interpret its own laws and be governed by those laws; and

WHEREAS, on October 4, 1980, the General Council enacted the Document Embodying the Laws, Customs and Traditions of the Coyote Valley Band of Pomo Indians ("Tribal Constitution") to serve as the governing document of the Tribe; and

WHEREAS, under Article VI, Section 1, the General Council elects a Tribal Council to serve as the Tribe's governing body; and

WHEREAS, the Tribal Council exercises, concurrently with the General Council, all powers delegated to it by the General Council in Article VII of the Tribal Constitution and otherwise vested in the Tribal Council by the Tribal Constitution; and

WHEREAS, Article VII, Section 1, Subpart (a) of the Tribal Constitution states that the General Council delegated to the Tribal Council the power to consult, negotiate, contract or conclude agreements with federal, state, local and tribal governments and with private persons and organizations; and

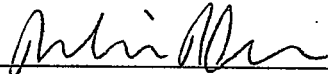
WHEREAS, pursuant to the forgoing power, the Tribal Council desires to enter an Intergovernmental Agreement ("Agreement") between the Coyote Valley Band of Pomo Indians and the Mendocino County Sheriff's Office ("MCSO") for the purpose of sharing information between MCSO, a local government agency, and the Coyote Valley Reservation Police Department ("CVRPD"); and

(CERTIFICATION PAGE TO FOLLOW)

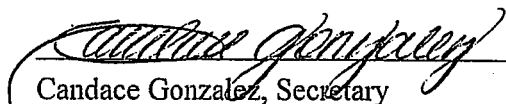
NOW, THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves of the Agreement and authorizes its Chairman to execute the Agreement in a form substantially similar to that attached as Exhibit A.

CERTIFICATION

This is to certify that the foregoing resolution and action was approved by the Coyote Valley Band of Pomo Indians Tribal Council at a duly noticed and convened meeting held on May
1, 2014, and was approved by a vote of 7 For 0 Against with 0 Abstaining, and that this resolution has not been amended or rescinded in any way.



Michael Hunter, Chairman
Coyote Valley Tribal Council



Candace Gonzalez, Secretary
Coyote Valley Tribal Council

EXHIBIT A

Attached

**Intergovernmental Agreement between the Coyote Valley Band of Pomo Indians and the
Mendocino County Sherriff's Office**

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COYOTE VALLEY

By: _____

Michael Hunter, Chairman

MENDOCINO COUNTY SHERIFF

By: _____

Thomas Allman, Sheriff

**MENDOCINO COUNTY
BOARD OF SUPERVISORS**

By: _____

John Pinches, Chair

APPROVED AS TO FORM:

Alex Cleghorn, Tribal Attorney

Doug Losak, County Counsel