



Contract # _____
**CONTRACT TO PROVIDE
LAW ENFORCEMENT SERVICES**

THIS CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES (hereafter Contract) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Santa Ynez Band of Chumash Indians, a federally recognized Indian Tribe, having its principal place of business at 100 Via Juana Road, Santa Ynez, CA 93460 (hereafter TRIBE) wherein COUNTY agrees to provide and TRIBE agrees to accept the law enforcement services of the Santa Barbara County Sheriff's Office (SHERIFF) specified herein.

WHEREAS, the TRIBE sought a conditional license (47-552161) to expand alcohol service at its Chumash Casino Hotel and Resort (hereafter Casino);

WHEREAS, in letters dated December 15, 2014 and June 16, 2015 to from the State of California Alcoholic Beverage Control (ABC), COUNTY Sheriff Bill Brown set forth public safety concerns (potential increase of underage drinking at the Casino and potential increase of DUIs of Casino patrons) related to the issuance of a conditional license to the TRIBE (also referred to as "Protest No. 1");

WHEREAS, in a letter dated December 23, 2014, COUNTY Supervisor Doreen Farr also set forth public safety concerns related to the issuance of a conditional license to the TRIBE (also referred to as "Protest No. 2");

WHEREAS, ABC approved an Interim Retail Permit, effective October 29, 2015;

WHEREAS, ABC scheduled a protest hearing based upon the concerns raised by Sheriff Brown and Supervisor Farr;

WHEREAS, the TRIBE agreed to mitigate public safety concerns due to the expansion of the TRIBE's ABC license with increased COUNTY law enforcement services;

WHEREAS, Sheriff Brown and Supervisor Farr support additional law enforcement services as mitigation by the TRIBE;

WHEREAS, the COUNTY, through its Sheriff's Office, has expressed willingness to provide additional law enforcement assistance on a cost reimbursement basis as set forth herein; and

WHEREAS, pursuant to Government Code 54981.7, "A ... county may enter into a contract with an Indian tribe for the ... county to provide ... sheriff protection services for the

Indian tribe either solely on Indian lands, or on the Indian lands and territory adjacent to those Indian lands.;"

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

A. DESIGNATED REPRESENTATIVE: Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Contract for and on behalf of COUNTY. Mr. Kenneth Kahn, Tribal Chairman, at phone (805) 688-7997, is the authorized representative for the TRIBE. Changes in designated representatives shall be made only after advance written notice to the other party.

B. NOTICES: Any notice or consent required or permitted to be given under this Contract shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Bill Brown, Sheriff, Santa Barbara County Sheriff's Office, 4434 Calle Real, Santa Barbara, CA 93110

To TRIBE: Mr. Kenneth Kahn, Tribal Chairman, Santa Ynez Band of Chumash Indians, P.O. Box 517, Santa Ynez, CA 93460

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

C. MITIGATION SERVICES: The COUNTY, through its Sheriff, shall deliver General Law Enforcement Services to assist the TRIBE in mitigating any effects of the TRIBE's expanded ABC license at the TRIBE's Casino in accordance with Exhibit A attached hereto and incorporated herein by reference.

D. TERM: The term of this Contract shall commence on August 30, 2016 and terminate on August 29, 2021, unless earlier terminated pursuant to the "Termination" section of this Contract and shall automatically renew for a period of five (5) years thereafter unless written notice of non-renewal is given to the other party at least ninety (90) days prior to such renewal. This Contract is predicated and contingent upon Sheriff Brown and Supervisor Farr each filing written withdrawals of their respective protests (Protests Nos. 1 and 2) with ABC. This Contract will be effective only if said withdrawals, and each of them, are so filed no later than September 6, 2016.

E. COMPENSATION OF COUNTY: COUNTY shall be paid for performance under this Contract in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

F. STANDARD OF PERFORMANCE: COUNTY represents that it has the skills and expertise necessary to perform the services required under this Contract. Accordingly, COUNTY shall perform services in the manner and according to the standards observed by a competent practitioner of the same profession.

G. OWNERSHIP OF EQUIPMENT: COUNTY shall be the owner of all items incidental to the performance of this Contract other than any real property interest or office equipment located on the TRIBE's reservation. No transfer of ownership of equipment from COUNTY to the TRIBE shall occur as a result of this Contract.

H. INSURANCE: The TRIBE and COUNTY shall agree to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

I. NONDISCRIMINATION: COUNTY hereby notifies the TRIBE that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein.

J. NONEXCLUSIVE CONTRACT: The TRIBE understands that this is not an exclusive Contract and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services.

K. ASSIGNMENT: Neither the TRIBE or COUNTY shall assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

L. TERMINATION:

1. Termination for Convenience: The COUNTY may terminate this Contract upon ninety (90) days written notice to the TRIBE. Following notice of such termination, COUNTY shall promptly cease work and notify TRIBE as to the status of its performance. 2. Termination For Cause: If, for any reason, the TRIBE'S ABC license is no longer be in effect as presently constituted (voluntary cessation, revocation, the imposition of ABC license conditions that significantly reduces the effect and use of the license, or if the ABC reduces the area where alcoholic beverages are sold, served, and consumed in the Casino), the TRIBE shall forthwith notify the COUNTY and the TRIBE may terminate this Contract which shall be effective upon ninety (90) days written notice..

2. Notwithstanding any other payment provision of this Contract, the TRIBE shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made.

M. SECTION HEADINGS: The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

N. TRIBE'S WAIVER OF SOVEREIGN IMMUNITY: The TRIBE and COUNTY agree to the terms and conditions related to the TRIBE's waiver of sovereign immunity as set forth in Exhibit D, attached hereto and incorporated herein by reference. The TRIBE's Resolution, TITLE, is attached hereto and incorporated herein by this reference.

O. SEVERABILITY: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

P. REMEDIES NOT EXCLUSIVE: No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Q. TIME IS OF THE ESSENCE: Time is of the essence in this Contract and each covenant and term is a condition herein.

R. NO WAIVER OF DEFAULT: No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either party.

S. ENTIRE CONTRACT AND AMENDMENT: In conjunction with the matters considered herein, this Contract contains the entire understanding and Contract of the parties and there have been no promises, representations, Contracts, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the parties to this Contract and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral Contracts, course of conduct, waiver or estoppels.

T. SUCCESSORS AND ASSIGNS: All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

U. **COMPLIANCE WITH LAW:** Both parties shall, at their sole cost and expense, comply with all applicable, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Contract.

V. **CALIFORNIA LAW:** Federal law and the laws of the State of California shall govern this Contract. Any litigation regarding this Contract or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court. Nothing herein shall extend the jurisdiction of the State of California and/or the COUNTY over the TRIBE other than pursuant to PL 280.

W. **EXECUTION OF COUNTERPARTS:** This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

X. **AUTHORITY:** All parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Contract have been fully complied with. Furthermore, by entering into this Contract, the TRIBE hereby warrants that it shall not have breached the terms or conditions of any other contract or Contract to which the TRIBE is obligated, which breach would have a material effect hereon.

Y. **PRECEDENCE:** In the event of conflict between the provisions contained in the numbered sections of this Contract and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

**COUNTY OF SANTA
BARBARA:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

**RECOMMENDED FOR
APPROVAL:**

**SANTA YNEZ BAND OF
CHUMASH INDIANS:**

By: _____
Sheriff Bill Brown

By: _____
Kenneth Kahn
Tribal Chairman

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

**APPROVED AS TO
ACCOUNTING FORM:**

Theo Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK—LAW ENFORCEMENT SERVICES

- A. Delivery of Law Enforcement Services: The COUNTY, through its Sheriff shall deliver law enforcement services to mitigate any effects of the TRIBE’S expanded ABC license at the Casino and on the terms and conditions set forth herein within one hundred and twenty (120) days from the execution of this Contract. NOTWITHSTANDING THE FOREGOING, TRIBE RESERVES ITS RIGHTS TO ESTABLISH ITS OWN LAW ENFORCEMENT AGENCY UNDER THE TRIBAL LAW AND ORDER ACT (TLOA) OR OTHERWISE.

The law enforcement services to be provided by SHERIFF shall include one (1) Deputy Sheriff and one (1) Community Resource Deputy Sheriff (Special Duty), on a schedule to be determined by the SHERIFF, who will be assigned a variety of duties with the intent of mitigating the effects of the Tribe’s expanded ABC license including but not limited to uniformed patrol, community resource and crime prevention efforts, and alcoholic beverage server education, and other duties as assigned by the Sheriff. This Agreement shall also include the initial purchase by the TRIBE and annual cost for a fully outfitted and marked SHERIFF’s patrol vehicle for each position for a total of two (2) vehicles as further set forth herein.

The SHERIFF may, in his sole discretion, temporarily divert such assigned personnel and vehicles from providing Law Enforcement Services to the TRIBE as deemed necessary for law enforcement purposes in the immediate area, including, but not limited to, emergency calls, or logistical, training and transportation duties. Such diversions should be kept to a minimum. Such diverted calls for service and reports shall be listed in detail on the Monthly Statistical Reports as provided herein.

- B. Enforcement of State Laws: Pursuant to Public Law 280, 18 U.S.C. Section 1162(a) (also referred to as “PL 280”), the State of California has the authority and the jurisdiction to enforce the State’s criminal prohibitory laws in the Mitigation Service Area, and the SHERIFF shall enforce the criminal statutes of the State of California within the boundaries of the Mitigation Service Area (defined herein as “General Law Enforcement Services”). The parties agree that the SHERIFF is not responsible for the enforcement of tribal ordinances and that tribal law shall not impede state law.
- C. Community Relations: SHERIFF will also strive to enhance service on the Chumash Indian Reservation by working with the TRIBE to enact crime prevention programs designed to foster a mutually beneficial relationship between tribal members, law enforcement and the community at large.
- D. Monthly Statistical Reports: The Sheriff’s Office will provide monthly reports in a form that is acceptable to the Tribe, detailing the types and number of crimes responded to

(using the Uniform Crime Reporting (UCR) criteria), case load, staffing levels and personnel costs, performance measure accomplishments and any other readily available information requested by the Tribe that is related to the Sheriff's performance under this Contract to the extent that such reports are not exempt from disclosure by any law.

- E. Exclusive Authority To Direct Activities: The planning, organization, scheduling, direction, supervision, standards of performance and discipline of SHERIFF's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to Tribe under this Contract shall be within the sole and exclusive authority of and as determined by the SHERIFF. Nothing herein shall be deemed to limit the SHERIFF's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate.

Notwithstanding the SHERIFF's exclusive responsibility for the assignment, removal, evaluation and discipline of all its employees, the Tribe shall be given the opportunity to provide input, including citizen concern, regarding the performance evaluation, of a SHERIFF'S Office employee assigned to work pursuant to this Contract.

Compensation: During the first year of this Contract, the TRIBE shall provide COUNTY with \$408,275.32 as the amount necessary for SHERIFF to provide one deputy sheriff, and one Community Resource Deputy Sheriff (Special Duty), performing the duties listed in Paragraph A of this Statement of Work plus \$8,231 for the annual maintenance on each patrol vehicle. An initial one-time investment of an estimated \$65,000 will be needed to purchase each patrol vehicle and associated equipment for a total of \$130,000. Both Parties acknowledge that during the term of this Contract, circumstances may change both as to the COUNTY's costs of providing the mitigation services. As such, no less than 90 days before July 1st of each successive year of this Contract, TRIBE and COUNTY representatives will meet and shall make every reasonable effort to mutually resolve both parties' issues relating to any increased costs, modification of service or staffing levels and/or scheduling to address the financial burdens and service needs and abilities in providing mitigation services as provided in this Contract. The COUNTY shall make a recommendation to the TRIBE, and the TRIBE shall approve and agree to, any necessary changes to this Contract relating to the costs of mitigation services to be provided the following fiscal year. (July 1st through June 30th). This shall be referred to as the "re-computation" and shall include, among other things, any changes in the compensation and benefit structure for COUNTY employees as the result of negotiated collective bargaining agreements entered into subsequent to the effective date of this Contract. SHERIFF shall bill the TRIBE in advance for the following quarter for the cost of the two (2) positions. The TRIBE shall pay the quarterly bill within ten (10) days before the beginning of the quarter.

- F. Sheriff Office Budget: While the TRIBE recognizes the Board of Supervisors' exclusive budget authority, it is the intent of the TRIBE that this Contract is to obtain services beyond what services are currently funded by the COUNTY, and that these funds not be used to supplant the SHERIFF'S Office existing budget.

Notice under this Contract shall be sent to the following:

<p>SANTA BARBARA SHERIFF'S OFFICE Attn: Sheriff 4434 Calle Real Santa Barbara, CA 93110</p>	<p>SANTA YNEZ BAND OF CHUMASH INDIANS Attn: Chairman P.O. Box 517 Santa Ynez, CA 93460</p>
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EXHIBIT B

PAYMENT METHODOLOGY

The TRIBE will reimburse the COUNTY for actual personnel and patrol vehicle costs incurred in the provision of the services described in Exhibit A. Costs will be tracked through the COUNTY's financial (FIN) system and a summary invoice will be sent to TRIBE within 30 days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at the COUNTY office and made available to the TRIBE upon written request. These records will be maintained for a period of one year after the date of the original invoice.

The initial payment for services from the Tribe will be for 180 days of service and will be due on the day the services commence. Subsequent quarterly payments by the TRIBE are due to the COUNTY before the beginning of the following quarter. Payment will be made payable to: Santa Barbara County Sheriff, and mailed to Santa Barbara County Sheriff's Office, Attention: Business Office, P. O. Box 6427, Santa Barbara, CA 93160-6427.

EXHIBIT C

SPECIAL INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION

1. TRIBE shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TRIBE, its officers, employees or agents.
2. COUNTY shall defend, indemnify, and hold TRIBE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents.
3. No Agency: Except as otherwise specified herein, for the purposes of this section, the TRIBE shall not be deemed to be COUNTY's agent and COUNTY shall not be deemed to be the TRIBE agent.
4. Notification: Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.
5. Continuing Obligation: To the extent that COUNTY has agreed to indemnify, defend and hold harmless the TRIBE, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract. To the extent that the TRIBE has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Contract, said obligations shall continue to exist during the term of this Contract and subsequent to this Contract for those acts or omissions giving rise to liability which occurred during this Contract.

6. Insurance: Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Contract.

EXHIBIT D

TRIBE'S WAIVER OF SOVEREIGN IMMUNITY LANGUAGE

Sec. 1. Limited Waiver of Sovereign Immunity.

- a) For the purpose of actions based on disputes between the County and the Tribe that arise under or are related to this Agreement or operations performed under this Agreement and the enforcement of any judgment or award resulting therefrom, the Tribe expressly and irrevocably waives for the term of this Agreement its right to assert its sovereign immunity from suit and enforcement and execution of any ensuing judgment or award and consents to be sued in the federal courts of the United States or the state courts of the State of California provided that (i) the dispute is limited solely to issues arising under this Agreement, (ii) any claim for monetary damages required by the terms of this Agreement may be sought, and solely injunctive relief, specific performance (including enforcement of a provision of this Agreement expressly requiring the payment of money to one or another of the parties), and declaratory relief (limited to a determination of the respective obligations of the parties under the Agreement) may be sought, and (iii) in addition to the No Third Party Beneficiaries provision in Section ___ of the Agreement, nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Tribe with respect to any third party. Any action brought pursuant to this Agreement shall be governed by California law. The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Agreement, including, but not limited to, actions to compel any proceeding herein any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe also does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies.
- b) Prior to the effective date of this Agreement, the Tribe shall adopt, and at all times hereinafter shall maintain in continuous force, an ordinance or resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in section ___(a) above and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity, to sign a waiver of sovereign immunity, which waiver shall be irrevocable and binding on the Tribe for the term of this Agreement.
- c) This limited waiver only applies to the Tribe itself. No action, claim or proceeding may be brought against any member, officer, elected official, director, employee or agent (including any attorney) of the Tribe to enforce this Agreement.
- d) By entering into this Agreement, the County acknowledges and agrees that the Government Claims Act (the "Act"), including Government Code section 814, applies to the County. As to this Agreement, the Tribe may bring a breach of contract action for

money or damages or an action seeking only non-monetary relief against the County in a court of competent jurisdiction. However, the term County does not include individual County officials or employees. No action, claim or proceeding may be brought against any member of the Board of Supervisors or County public official, elected official, appointed official or employee, employee or agent to enforce this Agreement. The Tribe agrees to comply with all pre-suit claim requirements set forth in the Act, Government Code Sections 905 through 951, and Santa Barbara County Code, Chapter 2, Article XVIII, section 2-116. The County acknowledges and agrees that the Tribe is not required to present a claim before commencing an action that seeks no money or damages.

Section 2. NO THIRD PARTY BENEFICIARIES. No provisions of this Agreement or any waiver of sovereign immunity contained herein shall provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than County and Tribe, and, all provisions of the Agreement will be personal and solely between the County and the Tribe.

Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

In addition, this limited waiver by the Tribe shall not constitute a waiver of tribal sovereign immunity that may be available to, or asserted by, any member of the Tribe, officer of the Tribe, elected official of the Tribe, director of the Tribe, employee or agent (including any attorney) of the Tribe.

Without limiting the generality of the foregoing, any waiver of sovereign immunity by the Tribe shall **NOT** apply to any claim by any Person, other than the County and Tribe, regardless of what form such claim takes, whether by complaint, intervention, joinder or any other method by which such claim is asserted.

Solely for the purpose of this section, "Person" shall include any individual person and any governmental entity or legal entity, including, without limitation, corporations, limited liability companies, partnerships or associations or any other entity of any kind or type.