

Mayor
William Siegel
Mayor Pro Tem
Lois Wynne
Council Members
Eddie Neal
Willard Rodarmel



**Police
Department**

657 Fox Street
Lemoore, CA 93245
Phone (559) 924-9574
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Staff Report

ITEM NO. 4-2

To: Lemoore City Council
From: Darrell Smith, Chief of Police 
Date: July 31, 2014
Subject: Memorandum of Understanding (MOU) Santa Rosa Rancheria Tachi Yokut and Lemoore Police Department

Discussion:

On June 3, 2014 I met with members of the Santa Rosa Rancheria Tachi Yokut Tribal Council to discuss a funding request made in April pursuant to an Indian Gaming Local Community Benefit Grant proposal. Although the City of Lemoore did not receive a sponsorship letter from the Tribal Council under the terms of the grant proposal, the Tribal Council wished to engage in further discussion concerning this request.

During our June discussion, the Tribal Council expressed a desire to assist our community in the form of a donation of \$50,000.00 per year for a period of five (5) years to be used specifically by the police department to enhance gang and narcotic enforcement activities within our community.

All members of the Santa Rosa Rancheria Tachi Yokut Tribal Council will be in attendance at the August 5th Council Meeting. I would like to officially recognize and acknowledge the following members for their support and commitment to public safety: Chairman Ruben Barrios, Vice Chairman Elmer Thomas, Secretary Kevin Thomas, Treasurer Rosa Hernandez, and Delegates Elaine Jeff and Patricia Davis.

Budget Impact:

This agreement will commence on August 5, 2014 and end in 2019 after five (5) annual payments. Either party may terminate the relationship, with or without cause, with a 30 day written notice. The proposed MOU is attached for Council review.

There is no impact to the general fund.

Recommendation:

That the City Council, by motion, approve the attached MOU and authorize the Chief of Police to enter into an agreement with the Santa Rosa Rancheria Tachi Yokut Tribe as outlined.

SANTA ROSA RANCHERIA TACHI TRIBE

A FEDERALLY RECOGNIZED TRIBE

Ruben Barrios
Chairman

▲ Elmer Thomas
Vice-Chairman

▲ Kevin Thomas
Secretary

▲ Rosa Hernandez
Treasurer

▲ Elaine Jeff / Patricia Davis
Delegates

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LEMOORE, CALIFORNIA AND THE SANTA ROSA RANCHERIA TACHI YOKUT TRIBE CONCERNING USE OF FINANCIAL DONATIONS FROM THE TRIBE FOR LAW ENFORCEMENT SERVICES OF THE CITY OF LEMOORE

This Memorandum of Understanding ("MOU") is dated and effective as of this 5th day of August, 2014, by and between the Santa Rosa Rancheria Tachi Yokut Tribe ("Tribe"), a federally recognized Indian Tribe located in the County of Kings, the County of Kings, California and the City of Lemoore ("City"), of Kings County, California, which are referred to herein collectively as "the Parties" and as to each as a "Party". The terms "Tribe," and "City" as used herein shall include the Parties governmental entities, departments and officials unless otherwise stated.

RECITALS

WHEREAS, the Tribe is a federally recognized Indian Tribe located on their Tribal lands, held in federal Trust Status which are located within the geographic boundaries of Kings County, California; and

WHEREAS, the Tribe inhabited the San Joaquin Valley since time memorial (according to Tribal history and culture); and

WHEREAS, the Tribal Council of the Santa Rosa Rancheria and the City of Lemoore of the County of Kings recognize that each is a governmental entity with responsibility for the health, safety and welfare of its people; and

WHEREAS, under the Indian Gaming Regulatory Act, 25 § 2701, *et seq.*, ("IGRA"), the Tribe may engage in gaming as a means of promoting Tribal economic development, self-sufficiency and strong Tribal government; and

WHEREAS, the Tribe and Governor of California entered into a Tribal-State Gaming Compact ("Compact") to permit the Tribe to conduct Class III gaming activities on the Rancheria in compliance with IGRA; and

WHEREAS, the Tribe and City desire to cooperate with and work with each other to provide for the general welfare, public safety, protection of the local community, and to enhance general law enforcement operations in the City; and

WHEREAS, the City has a budget shortage and a need to fully fund the City Police Department; and

WHEREAS, the Tribe, while having no legal obligation to financially assist the City, desires to provide the City with five (5) annual \$50,000.00 charitable donations to assist the budget needs of the City Police Department;

NOW, THEREFORE, the Tribe and the City into this Memorandum of Understanding for the purpose of assuring that the Tribe's five (5) annual charitable donations of \$50,000.00 beginning in 2014 and ending 2018 will be exclusively used by the Lemoore City Police Department to assist the Police Department in protecting public safety and to strengthen the government-to-government relationship between the City and the Tribe.

AGREEMENT

Existing Law Enforcement. The City relies on the City Police Department to provide law enforcement services to the community located within the geographic boundaries of the City Limits within the City of Lemoore. There is a good working relationship between the City and the Tribe with respect to meeting law enforcement needs that may arise in connection with activities at the Palace Hotel and Casino Gaming Center that the Parties intend to maintain and strengthen this working relationship by this MOU.

Scope of Public Law 280 Not Modified. Nothing in this MOU is intended or shall be construed to expand or limit the jurisdiction of the City, County or the State beyond that which would be exercised pursuant to Public Law 280. Nothing in this MOU is intended, or shall be construed, to expand or limit the jurisdiction of any Tribal law enforcement agency beyond that which would be exercised pursuant to applicable law.

Term. The term of this MOU shall be from the effective date until June 30, 2019 unless sooner terminated by one of the following events: the termination or expiration of the MOU; the mutual agreement of the Parties to terminate or extend the MOU; or the termination by either of the Parties.

Effective Date. The effective date shall be the date first written above or such later date as the MOU specifically designated otherwise.

Termination. The Parties shall have the right to terminate this MOU upon thirty (30) days written notice to the other Parties of this MOU to the Notice addresses provided herein.

Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered; or by mail by depositing such Notice in the United States Mail, first class postage prepaid; or by reputable overnight delivery service (such as Federal

Express, UPS or DHL); addressed as follows or to such other place as each Party may designate by subsequent written notice to each other.

Tribe:

City:

Chairperson
Santa Rosa Rancheria Tachi
Tachi Yokut Tribe
PO Box 8
16835 Alkali Drive
Lemoore, CA 93245

Mayor
Kings County Government Center
119 Fox Street
Lemoore, CA 93245

Chief of Police:

Chief of Police
Lemoore Police Department
657 Fox Street
Lemoore, CA 93245

Parties Obligations. This MOU binds the Parties and their Departments, affiliates, agents, representatives, successors, contractors, officials and related entities, which such MOU shall also be reflected in a resolution of Party's respective governing body approving the MOU.

Upon execution of this MOU the Tribe will make the agreed upon donation within thirty (30) days and thereafter by July 15th of the respective annual periods. The City shall provide the Tribe with annual reports indicating how such donation was utilized by the Lemoore Police Department; such reports shall be made by December 30 of each annual period.

Duplicate Originals. At least three copies of this MOU shall be signed and exchanged by the Parties each of which shall be considered an original document.

Dispute Resolution. As a part of the government to government relationship the Parties agree to engage in efforts to resolve disputes that may occur under this MOU by good faith negotiations. The Parties agree to a process of meeting and conferring in good faith to foster a spirit of cooperation and efficiency in the performance and compliance of each other with the terms of this MOU.

Sovereign Immunity. Notwithstanding any choice of law provision, arbitration clause, venue provision or any other term or provision set forth in this MOU, nothing in this MOU shall be deemed or construed as a waiver of the Santa Rosa Rancheria Tachi-Yokut Tribe's Sovereign Immunity or as a consent to the jurisdiction of any state or federal court or tribunal. The Parties understand that no person or entity other than the

Santa Rosa Rancheria Tachi-Yokut Tribe's General Council has the authority to grant a waiver of the Tribe's Sovereign Immunity.

Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior regulations, representations, or any other agreements regarding the subject matter of this MOU.

Amendments. This MOU may be amended only by written instrument signed by all of the Parties.

Successors in Interest. The terms of this MOU will be binding upon all successors in interest of each Party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year set forth above.

SANTA ROSA RANCHERIA TACHI YOKUT TRIBE

By

Ruben Barrios, Chairman
Santa Rosa Rancheria Tribal Council

CITY OF LEMOORE, CA

By

William Siegel, Mayor
Lemoore City Council

CHIEF OF POLICE, CITY OF LEMOORE, CA

By

Darrell Smith, Chief of Police
City of Lemoore Police Department