

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CHEMEHUEVI INDIAN TRIBE AND THE SAN  
BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

This Agreement is entered into on this 21<sup>st</sup> day of June, 2005, by and between the Chemehuevi Indian Tribe ("Tribe"), a federally recognized Indian Tribe, whose principal place of business is located at 1990 Palo Verde Drive, Havasu Lake, California 92363, and the San Bernardino County Sheriff's Department ("Department"), with its principal place of business located at 655 E. 3<sup>rd</sup> Street, San Bernardino, California 92415. The Tribe and the Department 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, pursuant to the Indian Reorganization Act, 25 U.S.C. §476, with the Chemehuevi Tribal Council ("Council") as the governing body of the Tribe; and
2. The Tribe is the beneficial owner of the Chemehuevi Indian Reservation ("Reservation"), which comprises approximately 32,000 acres of land located along the shores of Lake Havasu and the Colorado River in San Bernardino County, California. Title to the Tribe's Reservation trust lands is owned by the United States of America in trust for the Tribe; and
3. Pursuant to the authority granted to it under the Tribe's Constitution, the Tribal Council has enacted a Tribal Court Ordinance, pursuant to which the Tribe established a Tribal Court ("Tribal Court"). Pursuant to the same authority, the Tribe has also enacted a Domestic Violence Prevention Ordinance, which granted to the Chemehuevi Tribal Court the authority to issue emergency protective orders, to provide for the separation of persons involved in alleged domestic violence for a period sufficient to enable those persons to seek a resolution to the causes of the violence, and permanent protective orders to prevent domestic violence among those

individuals who are unable to resolve their differences.

4. Pursuant to the Uniform Interstate Enforcement of Domestic Violence Protection Orders Act, Cal. Family Code § 6400 *et seq.*, the Department must accord full faith and credit to a domestic violence protection order issued by the Tribal Court.

5. Pursuant to Public Law 280, 18 U.S.C. §1662(a), the State of California has the authority and the obligation to enforce the State's criminal prohibitory laws on the Reservation.

6. The Department has the authority to enforce the State's criminal prohibitory laws in the County of San Bernardino, and, because the Tribe's Reservation is located entirely within the County of San Bernardino, the Department has the authority and obligation to enforce the State's criminal prohibitory laws on the Reservation; and

7. The Parties acknowledge that domestic violence is a serious issue in San Bernardino County that must be addressed as effectively and as comprehensively as possible.

8. The Parties acknowledge that it is in the best interests of the Parties, the residents of the Reservation, and the residents of the County of San Bernardino ("County") to prevent domestic violence on the Reservation; and

9. The Parties agree that, in order to do so, it would be helpful to the Parties to have the Department enforce the duly issued domestic violence emergency protective orders of the Tribal Court; and

10. The Parties agree that, in order to do so, it is in the best interests of the Parties to use this Intergovernmental Agreement to establish procedures for the notification of the Department of the issuance and service of domestic violence emergency protective orders issued by the Tribal Court; and

11. In addition, the Parties acknowledge that the protection of children by the child protection agencies of the State of California and the Tribe is of the highest priority; and

12. The Parties further acknowledge that it is in the best interests of the Parties, the residents of the Reservation, and the residents of the County of San Bernardino to ensure that investigations of child abuse and the removal of children from their custodial parents based on abusive behavior in the home are carried out effectively and without endangering the children involved, the employees of the Social Services Department of the Tribe, and the County or anyone else; and

13. The Parties acknowledge that, in order for the Tribe's Department of Social Services ("DSS") to carry out its duties set forth under the Tribe's Indian Child Welfare Ordinance, it is important that the personnel of the DSS have available to them civil backup and support from law enforcement officials where the DSS is carrying out an investigation or removal of a child and the DSS officer has reason to believe that, in doing so, the DSS officer may be faced with a hostile or dangerous situation; and

14. The Parties agree that, in order to do so, it is in the best interests of the Parties to create procedures that allow the DSS to request from the Department civil support of investigations or removals (by a sheriff's deputy accompanying a DSS official);

15. The Parties further agree that it is in the best interests of both Parties that Tribe indemnify, defend, and hold harmless the County of San Bernardino, the Department, and their authorized officers, employees, agents, and volunteers, including sheriff's deputies and reserve sheriff's deputies, from any and all claims, actions, losses, damages, and/or liability arising out of the performance of obligations under this Agreement in the course and scope of a civil standby.

16. The Parties agree that it is in the best interests of both parties that the Tribe agrees to waive its sovereign immunity only to the extent necessary to enforce this Agreement; and

17. The Parties agree that the most effective method of creating the above-described procedures is to enter into this Intergovernmental Services Agreement.

## AGREEMENT

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

- I. Agreement to Enforce Tribal Court Domestic Violence Emergency Protective Orders. The Department agrees that, upon receipt of any domestic violence emergency protective order properly issued by the Tribal Court, pursuant to the procedure set forth in paragraph 2 below, the Department shall enforce the order.
2. Procedure for Enforcing Tribal Court Domestic Violence Emergency Protective Orders. The Parties will utilize the following procedures for enforcing Tribal Court domestic violence emergency protective orders:
  - A. Notification of Department of Those Authorized to Issue Domestic Violence Emergency Protective Orders. The Tribe shall inform the Department of the identity of the Tribal Court judge(s) who has/have the authority to issue domestic violence emergency protective orders pursuant to the Tribe's current Domestic Violence Prevention Ordinance, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference. The Tribe shall also inform the Department when the Tribal Court judge leaves office, and inform the Department of the identify of the judge appointed to replace the preceding judge, within 10 days of the appointment of the new judge.
  - B. Notification of Amendments to Ordinance and Forms. The Tribe shall inform the Department of any modifications to the Tribe's Domestic Violence Prevention Ordinance or any of the Court's forms relating to the enforcement of that Ordinance. The Tribal Court's current Domestic Violence Prevention Ordinance enforcement forms are attached hereto as Exhibit B, and incorporated herein by this reference.
  - C. Notice to Department of Issuance of Order. Within one business day of the

issuance of a temporary or permanent domestic violence emergency protective order by the Tribal Court, and on the same day if possible, the Tribal Court Clerk shall fax a copy of the domestic violence emergency protective order to the Department at its Colorado River Station in Needles.

- D. Notice to Department of the Filing of a Proof of Service with the Tribal Court. Within one business day of the filing of a proof of service of a domestic violence emergency protective order with the Tribal Court, and on the same day if possible, the Tribal Court Clerk shall fax a copy of the proof of service to the Department at its Colorado River Station in Needles. The Court form of the proof of service shall include a section showing the date and time that the proof of service is faxed to the Department, which shall be completed by the Court Clerk at the time that the proof of service is faxed to the Department.
- E. Forwarding of Order and Proof of Service. Within one business day of receipt of a domestic violence emergency protective order or proof of service from the Tribal Court, and on the same day if possible, the Department will forward the order or proof of service to its Dispatch Division. All orders transmitted to the Department shall also be entered by Colorado River Station clerks into the California Law Enforcement Telecommunications System ("CLETS").
- F. Obligations of Sheriff's Deputies—Special Circumstances. Where a domestic violence emergency protective order has been issued, but not yet served, if a sheriff's deputy of the Department is called to the Reservation based on a domestic violence-related complaint involving the parties listed in the order, the person who is protected by the order shall give the order to the responding deputy, who shall then serve the order on the party to be restrained, order the party subject to the domestic violence

emergency protective order to comply with the requirements of the order, and take any other action deemed necessary to enforce the order. Where a sheriff's deputy of the Department serves a domestic violence emergency protective order, the deputy shall complete the proof of service and file it with the Tribal Court as soon as possible, but in any event within 2 working days from the date of service.

G. Reports Prepared by Sheriff's Deputies in Enforcing a Domestic Violence Emergency Protective Order. Whenever a sheriff's deputy of the Department responds to a request to enforce a domestic violence emergency protective order issued by the Tribal Court, and the deputy prepares a written report related to that call for service, the Department shall file the report with the Tribal Court under seal. If any of the parties to a proceeding that is based on the enforcement of the domestic violence emergency protective order files a request with the Tribal Court that the report be admitted into evidence, the judge of the Tribal Court shall hold an *in camera* inspection of the report to determine whether the report is admissible and relevant to the issues before the Tribal Court. If the judge determines that the report is admissible and relevant, the judge will permit the parties in the proceeding to review the report, but order that the information in the report be kept confidential. Any breach of the confidentiality order shall constitute contempt of court and will subject the party violating the order to a monetary penalty of up to \$1,000.00. The judge of the Tribal Court shall promulgate rules of procedure or issue any general orders necessary to carry out the provisions of this subsection.

H. Testimony of Sheriff's Deputies Responding to Request for Assistance. A sheriff's deputy who responds to a request for assistance relating to the enforcement of a domestic violence emergency protective order issued by the Tribal Court may be subpoenaed to testify as to the events that took place during the course of the deputy's

response to the request for assistance. Any such deputy will only be required to appear and testify if the hearing or trial at which the testimony is to be given is scheduled at a time when the deputy is available and after required fees have been paid. Any party subpoenaing a deputy to testify in Tribal Court pursuant to this subsection shall be required, at the time of service of the subpoena, to pay any fees required under California law for the appearance of a law enforcement officer at a civil state court hearing.

3. Agreement to Provide Support for Enforcement of Child Removal Orders. The Department agrees that, upon receipt of a request from the Tribe's Department of Social Services, in the absence of higher-priority law-enforcement tasks (e.g., armed robbery in progress or a hostage-taking incident) the Department shall dispatch a deputy to the Reservation to provide civil standby assistance to preserve the peace in the investigation of a report of child abuse and/or the removal of a child from the child's home pursuant to the Tribe's Indian Child Welfare Ordinance.

4. Procedure for Enforcing Tribal Court Child Removal Orders. The Parties will utilize the following procedures for enforcing a child removal order issued by the Tribal Court:

A. Notification of Department of Those Authorized to Issue Emergency Protective Orders Related to Possible Child Abuse. The Tribe shall inform the Department of the name(s) of the Tribe's DSS caseworker(s) who is/are authorized to investigate reports of child abuse and to carry out child removals pursuant to the Tribe's current Indian Child Welfare Ordinance. A copy of the Tribe's Indian Child Welfare Ordinance is attached hereto as Exhibit C, and incorporated herein by this reference.

B. Notification of Amendments to Ordinance and Forms. The Tribe shall inform the Department of any modifications to the Indian Child Welfare Ordinance or of any of the Court's forms relating to the enforcement of the Indian Child Welfare Ordinance. The Tribal Court's current Indian Child Welfare enforcement forms are

attached hereto as Exhibit D, and incorporated herein by this reference.

C. Provision of Reports Under Seal. The Department shall, upon request, provide to the Tribal Court, with respect to any child that is the subject of a child dependency proceeding in Tribal Court, any reports in its possession on juveniles who are under investigation or subject to dependency proceedings in State Court, subject to the approval of the San Bernardino County Superior Court sitting as a Juvenile Court. The reports shall be maintained by the Tribal Court under seal. If any of the parties to a proceeding based on the removal of a child from the child's home files a request with the Tribal Court that the report be admitted into evidence, the judge of the Tribal Court shall hold an *in camera* inspection of the report to determine whether all or portions of the report are admissible and relevant to the issues before the Tribal Court. If the judge determines that the report is admissible and relevant, the judge will permit the parties to review all or portions of the report, but order that all of the information in the report be kept confidential. Any breach of the confidentiality order constitutes contempt of court and will subject the party violating the order to a monetary penalty of up to \$1,000.00. The judge of the Tribal Court shall promulgate rules of procedure and issue any general orders necessary to carry out the provisions of this subsection.

5. Indemnification. The Tribe agrees to indemnify, defend with legal counsel acceptable to the County, and hold harmless the County of San Bernardino, the Department, and their authorized officers, employees, agents, and volunteers, including sheriff's deputies and reserve sheriff's deputies, from any and all claims, actions, losses, damages, and/or liability arising out of the performance of obligations under this Agreement in the course and scope of a civil standby.

6. Enforcement of Agreement. To enforce the provisions of this Agreement, either



party may bring an action in federal district court after providing a 30-day written notice of an opportunity to cure any alleged breach of this Agreement. In the event a federal district court determines that it lacks jurisdiction over such an action, the action may be brought by the County against the Tribe in the San Bernardino County Superior Court and/or by the Tribe against the County in the San Bernardino County Superior Court. In the event the San Bernardino County Superior Court determines that it lacks jurisdiction over such an action, the action may be brought by the County against the Tribe in the Chemehuevi Tribal Court and/or by the Tribe against the County in the Chemehuevi Tribal Court. The Parties expressly waive any exhaustion of administrative remedies or any immunity from suit that either party possesses for purposes of bringing an action under this Agreement, including limited sovereign immunity by the Tribe only to the extent necessary to enforce this Agreement.

7. Liability Insurance. During the term of this Agreement the County shall at all times remain self-insured and the Tribe shall maintain and keep in effect a policy of liability insurance in an amount no less than five million dollars (\$5,000,000.00) per occurrence. Written proof of such insurance shall be provided by the Tribe to the County once each calendar year, and written proof of self-insurance shall be provided by the County to the Tribe once each calendar year. Notwithstanding any other provisions in this Agreement to the contrary, nothing in this Agreement shall require either party to waive its immunity from suit or sovereignty except to enforce this Agreement, and then, only in favor of the other party.

8. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section 12 and: (a) delivered personally or (b) sent by certified mail, postage prepaid, return receipt requested and addressed to the appropriate party at its address set forth in Section 12, or such other addresses as a party may specify to the other in a notice given pursuant to this Section; or (c) by facsimile

transmission to the facsimile number in Section 12, with an original to follow by First Class mail. Notice shall not be considered effective until received and read by a representative of a party to this Agreement.

9. 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 sections 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.

10. Term. This Agreement shall become effective on date last executed below and shall remain in full force and effect until it is terminated upon sixty (60) days written notice by either party to the other in that party's sole discretion or until it is superseded by another written agreement between the parties covering the same subject matter.

11. Amendment or Modification. This Agreement may be amended or modified in writing by the further agreement and signing of both parties hereto.

12. Notice. Unless notified in writing otherwise the parties shall use the following addresses, phone numbers, and facsimile numbers to provide notification under this Agreement:

**Department of Social Services, Chemehuevi Indian Tribe**

Address: 1970 Palo Verde Drive

Havasu Lake, CA 92363

Telephone Number: 760-858-5426

Facsimile Number: 760-326-9211

**Chemehuevi Tribal Court**

Address: 1990 Palo Verde Drive  
Havasu Lake, California 92363

Telephone Number: 760-858-4219

Facsimile Number: 760-858-5120

**San Bernardino County Sheriff's Department, Colorado River Station**

Address: 1111 Bailey Avenue  
Needles, CA 92363

Telephone Number: 760-326-9200

Facsimile Number: 760-326-9211

13. Authorization. Chairman Charles Wood has been authorized by an appropriate resolution of the Chemehuevi Tribal Council to execute this Agreement pursuant to Article VI, Section 2(a) and (b) of 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 Department warrants that Gary Penrod, the Sheriff of San Bernardino County, has been authorized, by appropriate action of the San Bernardino County Board of Supervisors, to execute this Agreement on behalf of the Department.

Executed and delivered as of the date first written above in San Bernardino County, California.

**CHEMEHUEVI INDIAN TRIBE**

DATE: June 21, 2005

By: Charles Wood  
CHARLES WOOD, Chairman

ATTESTED:

Ronald Escobar  
RONALD ESCOBAR, Secretary-Treasurer

SAN BERNARDINO COUNTY  
SHERIFF'S DEPARTMENT

DATE: 6-21-05

By: [Signature]  
Gary S. Penrod, Sheriff

SAN BERNARDINO COUNTY  
BOARD OF SUPERVISORS

DATE: 6-21-05

By: [Signature]  
Bill Postmus, Chairman

APPROVED AS TO FORM:

[Signature]  
Lester J. Marston, Tribal Attorney

RONALD D. REITZ  
County Counsel  
[Signature]  
Dennis Tilton  
Deputy County Counsel  
Sheriff's Legal Counsel

SIGNED AND CERTIFIED TRUE COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CLERK OF THE BOARD OF SUPERVISORS  
DENIA SMITH SAN BERNARDINO  
Interim Clerk of the Board of Supervisors  
of the County of San Bernardino  
By: [Signature]  
JUN 21 2005