

**CEDARVILLE RANCHERIA OF NORTHEN PAIUTE INDIANS AND
MODOC COUNTY SHERIFFS OFFICE
MEMORANDUM OF UNDERSTANDING**

AGREEMENT between the **CEDARVILLE RANCHERIA OF NORTHERN PAIUTE INDIANS** (hereinafter “TRIBE”) and the **MODOC COUNTY SHERIFFS OFFICE** (hereinafter “SHERIFF OFFICE”) hereafter “The parties”.

The parties to this agreement endorse the mission of the Sheriff’s Office, the Chief law enforcement agency in the County of Modoc, State of California, a multi-faceted law enforcement agency providing a full range of law enforcement services. It's focus is on a cooperative community oriented policing platform that operates in a strict and highly regulated environment that must comply with numerous federal, state and local requirements and mandates.

The parties to this agreement strive to maximize resources, foster collaboration between our sovereigns, and ensure that the Sherriff’s Office has the resources to provide services to the Tribe and community at large.

Specifically, the parties agree:

- The Tribe shall provide Quarterly Grant funding to the Sheriff’s Office in an amount to be determined by the Tribe pursuant to a tribal grant application process. (See Attached Exhibit A). Upon grant approval, the Sheriff’s Office shall utilize said tribal funding for culturally sensitive training, PL- 280 training and other training related to tribal communities. In addition to funding, the Tribe shall assist the Sheriff’s Office, when requested, for purposes of requesting Joint Grants for federal and state funds, equipment, training and officers and any other grant request the Sheriff shall identify as needed for Modoc County. The Tribe’s assistance may include either written or verbal support before the Modoc County Board of Supervisors or its Executive Officer(s). The Tribe shall not unreasonably withhold its support for the Sheriff’s Office request for funding, equipment or grant approval from the Modoc County Board of Supervisors.
- The Parties shall “meet and confer” at least once per year to discuss the Sheriff’s Office’s proposal to the Modoc County Board of Supervisors for the subsequent years training, grant, equipment needs and federal and state grant availability and the prior year’s funding expenditure and any other concerns of the parties.

The Sheriff shall provide the Tribe an annual report on the use of funds provided by the Tribe and grants obtained with the Tribe's assistance.

AGREEMENT TERM. This Agreement is initially valid for a period of two (2) years commencing on January 1, 2020 and terminating on January 1, 2022.

INTERPRETATION. This Agreement shall be interpreted pursuant to the laws of the State of California.

SEVERABILITY. If any provision of this Agreement is held unenforceable, then the remainder of this agreement shall not be affected thereby. All remaining provisions of this agreement shall remain in full force and effect.

DISPUTE RESOLUTION. The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution, starting with mediation and including, if necessary, a final and binding arbitration. Whenever a Party shall decide to institute arbitration proceedings, it shall give written notice to that effect to the other Party. The Party giving such notice shall refrain from instituting the arbitration proceedings for a period of sixty (60) days following such notice. During such period, the Parties shall make good faith efforts to amicably resolve the dispute without arbitration. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association. Each such arbitration shall be conducted by a panel of three arbitrators: one arbitrator shall be appointed by each of Parent and Company and the third shall be appointed by the American Arbitration Association ("AAA"). Any such arbitration shall be held in Redding, California. The arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred under this Agreement or by the applicable statute of limitation. The prevailing party in any such arbitration shall be entitled to recover from the other party, in addition to any other remedies, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing party.

LIMITATION OF LIABILITY. In no event shall the Sheriff's Office aggregate liability in total for all claims arising from or relating to the training and services provided by the Sheriff's Office exceed the amount of fees paid to the Sheriff's Office for the training and services provided during the preceding 12-month period. The foregoing limitation applies regardless of the nature of the claim or the form of the action employed, whether in contract, warranty, or tort (including negligence) or otherwise. The services are provided "as is." Neither party makes and each party expressly disclaims, any representations or warranties for the training and services, express or implied, including any implied warranty of merchantability or fitness for a particular purpose."

LIMITED WAIVER OF SOVEREIGN IMMUNITY. For the purposes of this Agreement only and any and all controversies related thereto and/or arising out of this Agreement, the Tribe hereby provides a Limited Waiver of its sovereign immunity against unconsented civil suit as noted in the Dispute Resolution provision set forth above.

AGREEMENT MODIFICATIONS. Any party wishing to amend/modify this Agreement shall meet and confer with the other party to initiate said request for modification. Any and all modifications agreed upon between the Parties shall be reflected in a written addendum signed by both parties and their respective governments.

IN WITNESS THEROF, the parties have caused their duly authorized representatives to execute this Agreement.

Tribal Chairman

Date: _____

Approved as to Form
Cedarville General Counsel

Date: _____

Tex Dowdy
Modoc County Sheriff

Date: _____

Elizabeth Cavasso
Chair of the Board of Supervisors

Date: _____

APPROVED AS TO FORM

Approved as to Form
Modoc County Counsel's Office

Date: _____

ATTEST

Modoc County Clerk of the Board

Date: _____