



**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING CONTRACT BETWEEN )  
THE JACKSON RANCHERIA AND THE COUNTY ) RESOLUTION NO. 03-457  
OF AMADOR FOR FUNDING LAW ENFORCEMENT )  
PERSONNEL )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby approve the contract between the Jackson Rancheria and the County of Amador for Funding Law Enforcement Personnel; and

BE IT FURTHER RESOLVED that the Chairman of the said Board of Supervisors of the County of Amador, State of California is hereby authorized to sign said contract on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of September 2003, by the following vote:

AYES: Louis D. Boitano, Mario Biagi, Rich F. Escamilla, Richard M. Forster, and Richard P. Vinson

NOES: None

ABSENT: None

  
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

MARDELL ANDERSON, Clerk of the  
Board of Supervisors, Amador County,  
California

  
\_\_\_\_\_  
Deputy

## CONTRACT FOR FUNDING OF LAW ENFORCEMENT PERSONNEL

This Contract is formed and entered into in Jackson, California this 9<sup>th</sup> day of Sept., 2003, by and among the County of Amador, a political subdivision of the State of California (hereinafter "County"), the Jackson Rancheria, a federally-recognized Indian Tribe (hereinafter "Tribe"), and Michael Prizmich, Amador County Sheriff (hereinafter "Sheriff Prizmich"), on the following terms and conditions:

WHEREAS, Jackson Rancheria solely owns and operates a hotel, Indian gaming, and entertainment center (hereinafter the "Facility") on Rancheria land adjacent to New York Ranch Road in the unincorporated area of Amador County; and

WHEREAS, County provides law enforcement in the unincorporated area of said County through Sheriff Prizmich and his deputies; and

WHEREAS, Public Law 280, a federal statute, makes California Penal Code provisions applicable to Rancheria land; and

WHEREAS, the Facility attracts large numbers of the public which in turn may create a need for law enforcement; and

WHEREAS, the Jackson Rancheria has a tribal police force which members do not yet have California peace officer status; and

WHEREAS, Sheriff Prizmich has provided law enforcement at the Facility but the Sheriff's resources are strained and need augmentation; and

WHEREAS, Jackson Rancheria desires to provide additional funds to County for Sheriff Prizmich to continue to employ two additional deputies to act under Sheriff Prizmich's control including but not limited to the performance of law enforcement duties at the Facility.

IT IS AGREED by and between the parties hereto as follows:

1. Upon execution of this Contract, Jackson Rancheria agrees to and shall provide to County one hundred thirty-one thousand, two hundred and sixty-five dollars (\$164,081.25) to continue to fund two (2) additional deputy sheriff positions and one annual vehicle lease with average fuel usage under the direction of Sheriff Prizmich as set forth herein as well as increase this year's contribution by 25% to provide additional funding for sheriff department services in light of the planned casino expansion.

2. Said \$164,081.25 from Jackson Rancheria shall be used to continue benefits and other costs of said two new deputy sheriffs, one annual vehicle lease with average fuel usage, any additional necessary services to the Rancheria, and any excess funds may be used by County for any lawful purpose.

3. The two deputy sheriffs, as all deputy sheriffs and other Sheriff's Office personnel, shall be directed in the performance of their duties by Sheriff Prizmich. He may assign said deputies to perform any duties at any place in Amador County.

4. The \$164,081.25 provided by Jackson Rancheria to County in 2003-2004 is intended to offset the cost of two deputy sheriffs and one annual vehicle lease for fiscal year 2002-2003 as well as any

additional necessary services required by the Rancheria, with the understanding that this contribution will not negatively affect other items in the Sheriff Department budget. At the time of forming this Contract the parties hereto intend to renew the Contract for fiscal year 2004-2005 absent a change in circumstances, commencing July 1, 2004, with Jackson Rancheria to provide \$164,081.25 or a sum to be agreed upon by the parties. To that end, the parties hereto agree to meet and confer on a renewal of this Contract in May, 2004.

5. Notices of events arising pursuant to this Contract shall be sent to the parties at the following addresses:

Margaret Dalton, Chairperson  
Jackson Rancheria  
P.O. Box 1090  
Jackson, CA 95642

Chairman of the Board of Supervisors  
500 Argonaut Lane  
Jackson, CA 95642

Michael Prizmich  
Sheriff  
700 Court Street  
Jackson, CA 95642

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

**COUNTY OF AMADOR**

By: *Louis D. Bickard*  
Chairman, Board of Supervisors

ATTEST:

*Mardell Anderson* Clerk of the  
Board of Supervisors, Amador County,  
California

By: \_\_\_\_\_

**JACKSON RANCHERIA**

By: *Margaret Dalton*  
Margaret Dalton, Chairperson

**AMADOR COUNTY SHERIFF**

By: *Michael F. Prizmich*  
Michael F. Prizmich