

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HOOPA VALLEY TRIBE**

This Lease Agreement ("Lease") entered into this 13th day of August, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Hoopa Valley Tribe, a Sovereign Tribal Government and federally recognized Indian tribe, hereinafter referred to as "LESSOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services, desires to lease certain portions of the real property located at 68 Orchard Street, Hoopa, California within the exterior boundaries of the Hoopa Valley Indian Reservation ("Reservation") for the purpose of providing child welfare, behavioral health and eligibility services to members of the public; and

WHEREAS, LESSOR is willing to lease certain portions of the real property located at 68 Orchard Street, Hoopa, California to COUNTY.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. DEFINITIONS:

A. Defined Terms. For purposes of this Lease, the following terms shall have the following meanings:

"Building" means the building known as the Hoopa Human Services and having the street address of 68 Orchard Street, Hoopa, California 95546, within the exterior boundaries of the Hoopa Valley Indian Reservation.

"Building Systems" means the structural portions of the Building, the roof, the foundation, elevators, the HVAC Systems, mechanical, electrical, plumbing, security, and fire and life safety systems and equipment, including fire alarms and fire sprinklers.

"Business Day" or **"Business Days"** means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of California and by the Federal Government.

"Business Hours" means, on each Business Day, the hours from 8:00 a.m. to 5:00 p.m. Pacific Standard Time.

"Common Areas" means the entrances, lobby, accessways, hallways, and other Building areas and the driveways, parking areas, and landscaped areas on the Property that are designated for the nonexclusive common use of both Parties of the Building and their invitees.

"Force Majeure Event" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) proclamations, orders, laws, actions, or requests made or enacted by government authority; (e) embargoes or blockades in effect on or after the date of this Lease; (f) epidemics, pandemics, or other national or regional public

health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortages of supplies, adequate power, or transportation facilities; and (i) other similar events beyond the reasonable control of the Parties.

"HVAC" means heating, ventilation, and air-conditioning.

"HVAC Systems" means the HVAC systems of the Building.

"Property" means the real property on which the Building is located together with the Building and all appurtenant fixtures and personal property of LESSOR used in the operation of the Building and/or the Property, and any other improvements now existing or hereafter constructed thereon, including the parking lot, walkways, and landscaped ground.

B. Interpretation.

1. This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.
2. The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.
3. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
4. As used in this Lease: (i) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) "including" means "including, without limitation"; (iii) "person" means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated.
5. All the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

2. PREMISES:

- A. Subject to the terms and conditions of this Lease, LESSOR hereby leases to COUNTY, and COUNTY leases from LESSOR, certain portions of the real property located at 68 Orchard Street, Hoopa, California 95546, within the exterior boundaries of the Hoopa Valley Indian Reservation ("Premises"), consisting of approximately three thousand two hundred sixty-one (3,261) square feet, as more particularly described in Exhibit A – Property Description, which is attached hereto and incorporated herein by reference as if set forth in full. The Premises shall include the COUNTY designated Office Space consists of approximately seven hundred three (703) square feet and the Common Area consists of approximately two thousand five hundred fifty-eight (2,558) square feet. The COUNTY designated Office Space is for the exclusive use of COUNTY personnel.
- B. COUNTY shall have the nonexclusive right to use the Common Area of the Premises. Except as may be otherwise provided expressly in this Lease, COUNTY shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or

nonpublic area of the Building and the Property. while the Common Area shall be shared equally between the Hoopa Human Services Department of the Hoopa Valley Tribe ("HHS") and COUNTY, as more particularly described in Exhibit B – Floor Plan, which is attached hereto and incorporated herein by reference as if set forth in full. The Common Area includes, but is not limited to, any shared hallways, restrooms, break areas, food service and/or lunchrooms, and any other common spaces designated for the use and benefit of both Parties.

3. USE OF PREMISES:

- A. Intended Use. The Premises shall be used by COUNTY for the purpose of providing child welfare, behavioral health and eligibility services to members of the public.
- B. Unusable due to Destruction. In the event the Premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by providing written notice to COUNTY within seven (7) days following the date of loss. LESSOR's option to rebuild shall not affect COUNTY's right to terminate this Lease as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for COUNTY to conduct its intended operations on the Premises, or if a portion of the Premises is condemned by a public authority to the extent that it becomes impossible to use the Premises, or if any highway or street change is made re-routing traffic away from the premises to the extent that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days advance written notice of such termination.
- D. Unusable for Intended Operations. If the Premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LESSOR and COUNTY, COUNTY may terminate this Lease upon seven (7) days written notice to LESSOR. The remedy set forth herein is in addition to, and does not in any manner limit, any other remedies available to COUNTY.

4. QUIET ENJOYMENT:

Upon payment by COUNTY of the Rent, and upon the observance and performance of all of the other covenants, terms, and conditions on COUNTY'S part to be observed and performed, COUNTY shall peaceably and quietly hold and enjoy the Premises for the term without hinderance or interruption by LESSOR or any other person or persons lawfully or equitably claiming by, through or under LESSOR, subject to all of the other terms and conditions of this Lease. LESSOR shall not be liable for any hinderance, interruption, interference, or disturbance by other tenants or third persons, nor shall COUNTY be released from any obligations under this Lease because of such hinderance, interruption, interference, or disturbance.

5. TERM OF LEASE:

- A. Initial Term. This Lease shall begin upon execution by both Parties hereto and shall remain in full force and effect until June 30, 2028, unless extended or sooner terminated as set forth

herein.

- B. Extension. This Lease shall be automatically extended for three (3) successive five (5) year terms, upon the same terms and conditions set forth herein, unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the initial term or any subsequent extension thereof.
- C. Holding Over. Any holding over beyond the term of this Lease shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

6. TERMINATION:

- A. Termination for Cause. Either Party may terminate this Lease upon written notice to the other Party in the event a Party fails to perform or a material breach of any provision of this Lease by the other Party. The notice shall specify the nature of the breach and provide a reasonable opportunity for the breaching party to cure the breach within a specific period of time, not less than a period of thirty (30) days after receipt of written notice from the non-breaching Party. If the breaching party fails to cure the breach within the specified period, the non-breaching party may terminate this Lease immediately upon written notice to the breaching party. If either Party fails to obtain any necessary licenses, permits, or approvals required by any applicable governmental authority for the use and operation of the Premises, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party. If either Party breaches the confidentiality obligations set forth in this Lease by disclosing confidential information to third parties without proper authorization, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party. If either Party fails to maintain the insurance coverage required under this Lease, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party. Both Parties shall cooperate in good faith to effectuate a smooth and orderly termination of this Lease.
- B. Termination without Cause. Either Party may terminate this Lease without cause by providing written notice to the other Party at least ninety (90) days prior to the desired termination date. Upon such termination, all obligations and responsibilities under this Lease shall cease, except for any obligations or liabilities that have accrued prior to the termination date. Upon receipt of the termination notice, both Parties shall cooperate in good faith to effectuate a smooth and orderly termination of this Lease.
- C. Termination due to Insolvency. In the event that either Party becomes insolvent, as determined by applicable bankruptcy or insolvency laws, or is unable to pay its debts as they become due, the other Party shall have the to terminate this Lease upon written notice to the insolvent party. Such termination shall be effective immediately upon receipt of the notice of termination. Upon termination, all rights and obligations under this Lease shall cease, except for any rights or obligations that, by their nature, survive termination.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSOR fourteen (14) days advance written notice of its intent to terminate this Lease due to insufficient funding. Upon receipt of the termination notice, both Parties shall cooperate in good faith to effectuate a smooth and orderly termination of this Lease.

- E. Termination due to Misrepresentation. If either Party becomes aware of any material misrepresentation or omission of fact made by the other Party in connection with this Lease, the other Party may terminate this Lease upon written notice to the defaulting Party. The terminating Party shall specify the nature of the misrepresentation or omission in the notice and provide a reasonable opportunity for the other Party to cure the misrepresentation or omission within a specific period of time, not less than thirty (30) days after receipt of written notice. If the other Party fails to cure the misrepresentation or omission within the specified time period, the terminating Party may terminate this Lease immediately upon written notice to the other Party. Upon termination, all rights and obligations under this Lease shall cease, except for any rights or obligations that, by their nature, survive termination.
- F. Surrender of Premises. Upon termination of this Lease, COUNTY shall surrender the premises to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall remove all of its property and belongings from the Premises and return the Premises to LESSOR in the same condition as when the Lease commenced, subject to normal wear and tear. COUNTY shall be responsible for repairing any damage caused by its removal of property. COUNTY shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty. LESSOR shall have the right to inspect the Premises within ten (10) days after termination and notify COUNTY of any necessary repairs or restoration. COUNTY shall have thirty (30) days from receipt of the notice to complete any required repairs or restoration. If COUNTY fails to complete the repairs or restoration within the specified time period, LESSOR may undertake the repairs or restoration and send the cost of repairs or restoration to COUNTY for payment or pursue any other remedies available at law or in equity.

7. RENT:

- A. Monthly Rental Rates. COUNTY shall pay to LESSOR the sum of Six Thousand Thirty-Two Dollars and Eighty-Five Cents (\$6,032.85) per month as rent for the leased premises described herein.
- B. Annual Escalation. Commencing on the first day of the second year and continuing each year thereafter during the initial term, and any extensions thereof, annual rent shall be increased by three percent (3%).
- C. Payment. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY's occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.
- D. Late Payment. In the event that COUNTY fails to pay the rent in full on or before the due date specified in Section 6(C) of this Lease, COUNTY shall pay a late payment penalty equal to five percent (5%) of the overdue amount. The late payment penalty shall accrue and be added to the overdue rent and shall be payable by COUNTY within seven (7) days of written notice from LESSOR. In the event that COUNTY fails to pay the rent within fourteen (14) days of the due date, LESSOR shall have the right, at its sole discretion, to withhold or suspend services or utilities provided to COUNTY as specified in Section 8 of this Lease until all outstanding rental payments, including any late payment penalties, are paid in full. LESSOR may, in its sole discretion, waive the late payment fee for a particular instance of late payment if COUNTY provides a written explanation of the circumstances causing the delay and makes the overdue payment within fourteen (14) days of the original due date. LESSOR's waiver of

the late payment fee for one instance shall not constitute a waiver for any subsequent late payments. If COUNTY fails to pay the rent and any associated late payment penalties within thirty (30) days of the due date or in the event of repeated late payments by COUNTY, LESSOR may, at its option, exercise any remedies available under applicable law, including but not limited to, issuing a notice to cure or terminate this Lease.

8. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. Life, Safety and Fire Protection Requirements. LESSOR shall supply, install and maintain life, safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable building and fire codes.

9. UTILITIES:

LESSOR hereby agrees to provide, and pay any and all charges related to, propane, gas, refuse collection, electricity, water and sewer services supplied to, and used in, the Premises. COUNTY shall pay for its own telephone and communications services. COUNTY may contract separately with providers of telecommunications or cellular products, systems, or services for the Premises. Although such products, systems, or services may be installed or provided by such providers in the Premises, in consideration for LESSOR's permitting such providers to provide such services to COUNTY, COUNTY agrees that LESSOR shall in no event be liable to COUNTY for any damages of any nature whatsoever arising out of or relating to the products, systems, or services provided by such providers or any failure, interruption, defect in or loss of the same or any acts or omissions of such providers in connection with the same of any interference in COUNTY's business caused thereby. COUNTY waives and releases all rights and remedies against LESSOR that are inconsistent with the foregoing.

LESSOR shall not be liable for, and COUNTY shall not be entitled to any abatement or reduction in Rent by reason of, the discontinuation of utilities to the Premises where such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character or for any other causes. In the event of an interruption of utility services, LESSOR shall cooperate with and assist COUNTY as reasonably requested by COUNTY to re-establish such services as soon as possible. COUNTY hereby waives applicable existing and future laws permitting the termination of this Lease due to the interruption or failure of or inability to provide any services. COUNTY acknowledges that COUNTY has inspected and accepts the water, electricity, and other utility services being supplied or furnished to the Premises as of the date COUNTY takes possession of the Premises, as being sufficient for use of the Premises for reasonable and normal use in their present condition "as is," and suitable for the Permitted Use, and for COUNTY's intended operations in the Premises. COUNTY also agrees at all times to cooperate fully with LESSOR and to abide by all of the regulations and requirements which LESSOR may prescribe for the proper functioning and protection of electrical and plumbing. COUNTY shall not use any apparatus, equipment, or device in the Premises which will in any way increase the amount of electricity, water, or any other resource or utility being furnished or supplied for the use of the Premises for reasonable and normal rental use and office operations by LESSOR, or which will require additions or alterations to or interfere with the Premises power distribution systems, unless COUNTY receives the written consent of LESSOR. LESSOR shall have no obligation to protect or preserve any apparatus, equipment, or device installed by COUNTY in the Premises, including without limitation by providing additional or after-hours heating or air conditioning. LESSOR shall be entitled to cooperate voluntarily and in a reasonable manner with the efforts of Tribal, national, state, or local governmental agencies or utility suppliers in reducing energy or other resource

consumption. LESSOR reserves the right to change the supplier or provider of any such utility or service from time to time. COUNTY shall have no right to contract with or otherwise obtain an electrical or other such service for or with respect to the Premises or COUNTY's operations therein from any supplier or provider of any such service. COUNTY shall cooperate with LESSOR and any supplier or provider of such services designated by LESSOR from time to time to facilitate the delivery of such services to COUNTY at the Premises, including without limitation, allowing LESSOR and LESSOR's suppliers and providers, and their respective agents and contractors, reasonable access to the Premises for the purpose of installing, maintaining, repairing, replacing, or upgrading such service or any equipment or machinery associated therein.

10. JANITORIAL:

LESSOR shall be responsible for arranging and providing janitorial services for the Premises, including the Common Area, at no cost to COUNTY. Janitorial services shall be provided on a regular basis to ensure cleanliness and proper maintenance of the Premises. The janitorial services shall include regular cleaning of the Common Area, such as hallways, restrooms, break rooms, food service and/or lunchrooms, and any other shared spaces designated for the use of both Parties. COUNTY shall cooperate with LESSOR and the cleaning personnel by keeping the common areas free from excessive clutter and promptly reporting any cleaning issues or maintenance needs to LESSOR. COUNTY shall also ensure that its personnel adhere to any reasonable rules or guidelines established by LESSOR regarding the use and care of the Common Areas. COUNTY Office Area will not be entered or cleaned without prior notice from LESSOR to COUNTY. LESSOR shall coordinate and schedule the janitorial services in a manner that minimizes disruption to COUNTY. The janitorial services shall include, but are not limited to, cleaning of floors, windows, and surfaces. COUNTY shall maintain the Office Area in a clean and orderly condition, promptly reporting any cleaning issues or maintenance needs to LESSOR. This clause regarding janitorial services may be modified or amended by written agreement between the Parties and signed by both Parties.

11. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements. During the term of this Lease or any extension thereof, LESSOR shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY's use of the premises caused by deferred or inadequate maintenance. LESSOR shall be responsible for all maintenance and repairs to the premises, including, without limitation, the interior and exterior of the building, including, but not limited to, landscaping, parking lot with associated striping and sealing, heating, ventilation and air conditioning system, fire extinguishers, window glass, exterior and interior doors with associated fixtures and flooring, except for the following: minor plumbing, such as repairing faucets, toilets and the unstopping of toilets and sinks; any repairs caused by the negligence of COUNTY personnel; and any repairs to phone systems, computers or security systems or the installation thereof. LESSOR hereby agrees to rectify, at its own cost and expense, any defects, shrinkage or faults in any maintenance and repairs performed by LESSOR pursuant to the terms and conditions of this Lease. By taking possession of the Premises, COUNTY accepts the Premises "as is," as being in good order, condition, and repair and the condition in which LESSOR is delivering the Premises and suitable for the Permitted Use and COUNTY's intended operations in the Premises.
- B. Heating, Ventilation and Air Conditioning System Maintenance Requirements. During the term of this Lease or any extension thereof, LESSOR shall be responsible for regular maintenance and repair of the Heating, Ventilation and Air Conditioning ("HVAC") within the Premises. The HVAC system shall be regularly serviced and maintained by LESSOR to

ensure its proper functioning. LESSOR shall promptly address any HVAC issues or malfunctions that may arise during the term of this Lease. COUNTY shall provide written notice to LESSOR of any HVAC issues or malfunctions, and LESSOR shall have fourteen (14) days to begin performing the necessary repairs or maintenance. In the event that the HVAC system requires replacement or major repairs, LESSOR shall bear the cost and responsibility for such replacement or repairs. COUNTY shall grant LESSOR reasonable access to the COUNTY's Office Area of the Premises to perform necessary maintenance and repairs to the HVAC system.

- C. Life, Safety and Fire Protection System Maintenance Requirements. LESSOR shall service fire extinguishers at least annually. COUNTY agrees to comply with all fire and security regulations that may be issued from time to time by LESSOR, and COUNTY shall provide LESSOR with the name of a designated responsible principal or employee to represent COUNTY in all matters pertaining to such fire and security regulations. COUNTY shall cooperate fully with LESSOR in all matters concerning fire and other emergency procedures.
- D. Performance Requirements. LESSOR shall have fourteen (14) days after receiving notice from COUNTY to begin performing its obligations set forth herein, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. If LESSOR does not perform its obligations within the time limitations set forth herein, COUNTY, after providing notice to LESSOR and at its option, can perform maintenance or repairs. COUNTY shall provide written notice to LESSOR specifying the nature of the required maintenance or repairs. The cost of such maintenance or repair by COUNTY may be deducted from the Rent or COUNTY may seek reimbursement from LESSOR. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made.
- E. Access to Premises. LESSOR shall provide COUNTY with at least forty-eight (48) hours advance written notice of any access to the Office Area of the Premises, excluding the Common Area, that is needed to perform any maintenance, repairs or inspections required pursuant to the terms and conditions of this Lease or as the LESSOR deems necessary. COUNTY shall provide reasonable access to the Premises to allow LESSOR to perform necessary maintenance and repairs. In the event of a material hazard or emergency, LESSOR shall provide notice of access to COUNTY orally, by telephone or otherwise, as soon as practicable, provided that written notice is given within a reasonable time after the oral notice is made.

12. IMPROVEMENTS AND ALTERATIONS:

- A. Non-Structural Modifications. Upon the receipt of LESSOR's prior written consent, which shall be at LESSOR's sole discretion but not be unreasonably withheld, COUNTY may, at its own cost and expense, make non-structural modifications to the premises in order to accommodate COUNTY's use thereof, including, without limitation, installing additional equipment or fixtures, which shall include, but not be limited to: security, telephone, key, intercom and sound masking systems and related equipment, including, but not limited to, cameras, wiring, data cable, keypads, answering machines; access control devices and associated hardware; and fire alarms and other life and safety devices beyond those required to be installed by LESSOR pursuant to the terms and conditions of this Lease. Upon termination of this Lease, COUNTY shall have the right to remove from the premises any such equipment installed thereby. Such non-structural modifications and removals shall be made in such

manner as to avoid injury to or defacement of the Premises, and any other modification contained herein, and COUNTY shall repair, at COUNTY's expense, any injury or defacement including, without limitation, discoloration cause by such modification or removal. If COUNTY fails to remove such non-structural modifications upon the termination of this Lease, LESSOR may remove any of COUNTY's non-structural modifications and cause them to be stored at COUNTY's sole expense.

- B. Furnishings and Supplies. Furniture and supplies purchased for use of the Premises with funds raised for that specific purpose, shall remain in the Premises. In the event COUNTY no longer needs an item, COUNTY may transfer the item to another COUNTY facility or dispose of the item in the same manner as prescribed for all other COUNTY owned assets. In the event that COUNTY cannot continue to use the Premises, for any reason whatsoever, the furniture and supplies shall remain COUNTY property. COUNTY assumes all risk of damage to such furniture and supplies and COUNTY's property including but not limited to COUNTY's fixtures, equipment, and alterations. If COUNTY fails to remove such furniture and supplies and COUNTY's property, LESSOR may remove any of COUNTY's property and cause them to be stored at COUNTY's sole expense.

13. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT:

COUNTY may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as COUNTY deems desirable, and all such fixtures, signs and equipment shall remain the property of COUNTY and may be removed at any time provided that COUNTY, at its own cost and expense, shall repair any damage caused by reason of such removal. Such installations and removals shall be made in such manner as to avoid injury to or defacement of the Premises, and any other improvements contained herein, and COUNTY shall repair, at COUNTY's expense, any injury or defacement including without limitation discoloration cause by such installation or removal. LESSOR hereby agrees that no signs or advertising matter of any nature other than COUNTY's shall be permitted upon the Premises. LESSOR shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by Tribal authorities, and if applicable local authorities. Any installation of signs, notices, graphics, or banners on or about the Premises approved by LESSOR shall be subject to any regulations and to any other requirements imposed by LESSOR. COUNTY shall not place, install, affix, paint, or maintain any signs, notices, graphics, banners, or window décor which is visible in or from public view or corridors, the Common Area or the exterior of the Premises, in or on any exterior window or window fronting upon any Common Area or service area without LESSOR's prior written approval which LESSOR shall have the right to withhold in its absolute and sole discretion. The Parties shall mutually agree upon the location, size and style of any signs.

14. REAL PROPERTY TAXES:

LESSOR shall pay any and all real property taxes and general and special assessments levied and assessed against the Premises.

15. INDEMNIFICATION:

- A. Mutual Indemnity. Each Party hereto shall hold harmless, defend and indemnify the other Party, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties

and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both Parties are held to be negligently or willfully responsible, each Party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each Party will bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve either Party from liability under this provision. This provision shall apply to all claims for damages related to either Party's performance hereunder, regardless of whether any insurance is applicable or not.

16. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting either Party's indemnification obligations set forth herein, each Party shall take out and maintain, throughout the entire term of this Lease, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against the other party and its agents, officers, officials, employees and volunteers.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - 1. The comprehensive and/or commercial general liability policy shall provide that the other party, and its agents, officers, officials, employees and volunteers, are covered as

additional insured for liability arising out of the operations performed by, or on behalf of, of the covered party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to the other party.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Lease, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
 5. Any failure of the covered party to comply with the terms and conditions of this Lease shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
 6. Each party shall furnish the other party with certificates and original endorsements effecting the required coverage prior to execution of this Lease. The endorsements shall be on forms approved by each party. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, the other party. Either party may terminate this Lease, if the other party fails to keep all insurance policies required pursuant to the terms and conditions of this Lease in effect.
 7. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LESSOR: Hoopa Valley Tribal Council
Attention: Hoopa Valley Tribal Council Chair
P.O. Box 1348
Hoopa, California 95546

17. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Lease, LESSOR certifies that it is not a Nuclear Weapons Contractor, in that LESSOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. LESSOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR subsequently becomes a Nuclear Weapons Contractor.

18. REMEDIES ON DEFAULT:

Each Party may, at any time after a Party is in default, terminate this Lease as set forth herein or cure the default at the expense of the defaulting Party. If COUNTY at any time, by reason of LESSOR's default, pays any sum, or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within five (5) days of receiving written notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by LESSOR. In the event of any default by LESSOR, COUNTY shall give LESSOR written notice of such default specifying the nature thereof and the corrective action required to cure such default. If such default is not cured within thirty (30) days after receipt of such notice (or such longer period as may be reasonably necessary if LESSOR has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure), COUNTY shall have the right, at its option, to cure such default and any costs incurred by COUNTY in connection therewith shall be payable by LESSOR to COUNTY upon demand. COUNTY may also terminate this Lease upon written notice to LESSOR if such default remains uncured for a period of sixty (60) days after receipt of written notice from COUNTY specifying the nature of such default. In the event of any default by COUNTY, LESSOR shall give COUNTY written notice of such default specifying the nature thereof and the corrective action required to cure such default. If such default is not cured within thirty (30) days after receipt of such notice (or such longer period as may be reasonably necessary if COUNTY has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure), LESSOR shall have the right, at its option, to cure such default and any costs incurred by LESSOR in connection therewith shall be payable by COUNTY to LESSOR upon demand. LESSOR may also terminate this Lease upon written notice to COUNTY if such default remains uncured for a period of sixty (60) days after receipt of written notice from LESSOR specifying the nature of such default. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to the Parties.

19. REMEDY FOR BREACH:

In the event of any breach of this Lease by either Party, each Party hereto shall have all rights and

remedies provided by law.

20. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each Party may at any time change its address for notice by giving written notice of such change to the other Party in the manner provided in this section.

LESSOR: Hoopa Valley Tribal Council
Attention: Hoopa Valley Tribal Council Chair
P.O. Box 1348
Hoopa, California 95546

COUNTY: Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

21. ASSIGNMENT:

Neither Party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other Party's prior written consent, which shall not be unreasonably withheld. Any assignment by a Party is in violation of this provision shall be void, and shall be cause for immediate termination of this Lease. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either Party to obtain supplies, technical support or professional services.

22. AMENDMENT:

This Lease may be amended at any time during the term hereof upon the mutual consent of both Parties. No addition to, or modification of, the terms of this Lease shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

23. RELATIONSHIP OF PARTIES:

It is understood that this Lease is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each Party hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

24. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

LESSOR does not waive its sovereign immunity or consent to suit in any court except as expressly stated, and subject to the limitations and considerations set forth herein.

A. Limited Waiver and Consent to Suit. LESSOR waives its sovereign immunity and consents to suit as to "Covered Claims" as defined herein. LESSOR's governing body has executed a

formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit C – Resolution of Limited Waiver of Sovereign Immunity and incorporated herein by reference as if set forth in full.

B. **Conditions and Limitations.** The limited waiver of sovereign immunity and consent to suit set forth herein is subject to all of the following conditions and limitations:

1. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to claims by COUNTY that LESSOR has violated any provision of this Lease or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this Lease. It does not include tort claims, claims for indirect, special, exemplary or punitive damages, or any other claims not sounding in contract.
2. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to COUNTY, and not to any other person, group or entity, including, without limitation, any commercial or governmental entities.
3. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to the California State Courts in Humboldt County and appropriate state appellate courts. LESSOR does not consent to suit in any other court.
4. The limited waiver of sovereign immunity and consent to suit set forth herein is specifically limited to monetary damages constituting a reimbursement of funds for obligations not performed by LESSOR under the terms and conditions of this Lease, not to exceed the total cost contemplated under this Lease, and/or specific performance to compel enforcement of this Lease. The limited waiver of sovereign immunity and consent to suit set forth herein specifically does not allow for recovery of attorneys' fees or other costs associated with litigation of Covered Claims or post-judgment interest.
5. Notwithstanding any applicable statute of limitations or other law, the limited waiver of sovereign immunity and consent to suit set forth herein shall be enforceable only for such period as this Lease remains in effect, and only as to claims arising during the effective period of this Lease, except that the limited waiver of sovereign immunity and consent to suit set forth herein shall remain effective for any proceeding then pending, and all appeals arising therefrom, until the underlying legal issues have been fully resolved.

25. **WAIVER OF BREACH:**

The waiver by either Party of any breach of this Lease shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Lease.

26. **BINDING EFFECT:**

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors and permitted assigns.

27. **JURISDICTION AND VENUE:**

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil

Procedure Sections 394 or 395.

28. **INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:**

- A. The Premises have undergone an Americans with Disabilities Act (ADA) Access Compliance Assessment.

A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all the applicable construction-related accessibility standards under federal law, including but not limited to the ADA. The commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

29. **ACCESSIBILITY COMPLIANCE:**

COUNTY shall be responsible for all local and federal accessibility laws, standards, and regulations including, but not limited to, ADA compliance based on the following:

- A. COUNTY is responsible for ADA barriers as delineated in Exhibit C – Construction Scope of Work, excluding barriers that have been determined low-risk and are identified as such. Any fees for CAsp inspections shall be paid by the party requesting the inspection.
- B. For work performed by COUNTY under the terms of this Lease, COUNTY hereby guarantees to rectify, at COUNTY's sole cost and expense, any defects, shrinkage, or faults in such work which appears within one (1) year of completion.
- C. The responsibilities listed above shall not limit or reduce LESSOR's responsibilities identified in Section 7 - Compliance with Applicable Laws, Regulations and Standards. LESSOR acknowledges that COUNTY is obligated to comply with all local, state, and Federal accessibility laws, standards, and regulations including, but not limited to, ADA for accessibility barriers not identified and/or listed in Exhibit C - Construction Scope of Work.
- D. COUNTY is responsible for the mitigation of current ADA barriers delineated in Exhibit C – Construction Scope of Work, excluding barriers that have been identified and determined to be low-risk. COUNTY is responsible for continual assessment of accessible service provision of COUNTY's programs.

30. **INTERPRETATION:**

This Lease, as well as its individual provisions, shall be deemed to have been prepared equally by both Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

31. **INDEPENDENT CONSTRUCTION:**

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Lease.

32. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Lease.

33. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional Tribal, local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

34. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Lease, the Parties agree to comply with the amended provision as of the effective date of such amendment.

35. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

36. ENTIRE AGREEMENT:

This Lease contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist or to bind either of the Parties hereto. In addition, this Lease shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Lease are hereby ratified.

37. COUNTERPART EXECUTION:

This Lease, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Lease, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable Tribal, local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Lease, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Lease, and any amendments hereto, for all purposes.

38. AUTHORITY TO EXECUTE:

Each person executing this Lease represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Lease. Each Party represents and warrants to the other that the execution and delivery of this Lease and the performance of such Party's obligation hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Lease as of the first date written above.

HOOPA VALLEY TRIBE:

By: 
Name: JORDAN HAILLEY
Title: ACTING VICE CHAIRMAN

08/01/2024 Date:

COUNTY OF HUMBOLDT:

By: 
Rex Bohn, Chair
Humboldt County Board of Supervisors

8-13-2024 Date:

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Digitally signed by Phillips, Amanda
Amanda Date: 2024.08.07 14:34:43 -07'00'
Risk Management

Date:

LIST OF EXHIBITS:

- Exhibit A – Property Description
- Exhibit B – Floor Plan
- Exhibit C – Construction Scope of Work

EXHIBIT A
PROPERTY DESCRIPTION
Hoopa Valley Tribe

Leased premises at 68 Orchard Street, Hoopa, California 95546 (Assessor's Parcel Number: 525-171-008-000)



EXHIBIT B
FLOOR PLAN
Hoopa Valley Tribe



EXHIBIT C
CONSTRUCTION SCOPE OF WORK
Hoopa Valley Tribe

The 68 Orchard Street, Hoopa ADA Compliance Project includes ADA barrier remediation efforts that is comprised of the following tasks:

Interior work will be conducted by county staff and the scope will include the following elements:

- Procurement and installation of tactile signs inside the facility
- Adjustment and/or removal of door closers.
- Lowering of a mirror in the public restroom.

Exterior work will be conducted by a licensed general contractor and the scope will include the following elements:

- Installation of an accessible path of travel from the public right of way to the facility entrance.
- Re-striping the van accessible parking stall.
- Removal and replacement of an ADA accessible concrete walkway connecting the parking stall to the facility entrance.
- Installation of ISA directional signage on the exterior of the facility

Excluded barriers due to low-risk determination (low life/safety danger and utilization):

- Internal windows – operable parts

**RESOLUTION OF THE HOOPA VALLEY TRIBE
HOOPA VALLEY INDIAN RESERVATION
HOOPA, CALIFORNIA**

RESOLUTION NO: 24-74

DATE APPROVED: August 1, 2024

- WHEREAS:** The Hoopa Valley Tribe ("Tribe") adopted the Constitution and Bylaws of the Hoopa Valley Tribe, Hoopa Valley Indian Reservation ("Constitution") on June 20, 1972, as amended, which was approved by the Commissioner of Indian Affairs on August 18, 1972 and ratified by Act of Congress on October 31, 1988, and the Tribe is a federally-recognized Indian tribe with the inherent sovereignty to make its own laws and be governed by them; and
- WHEREAS:** The Tribe's jurisdiction extends to all lands within the exterior boundaries of the Hoopa Valley Indian Reservation- as established by Executive Order of June 23, 1876- and to such other lands as may hereafter be acquired by or for the Tribe ("Reservation"); and
- WHEREAS:** The Hoopa Valley Tribal Council ("Tribal Council") is the governing body of the Tribe pursuant to Article V, Section 1 of the Constitution; and
- WHEREAS:** The Tribal Council consists of a Chairman and seven (7) other members each representing a district of the Reservation and elected at large, and where the Vice-Chairman is elected by the Tribal Council from within its own membership as set forth in Article V of the Constitution; and
- WHEREAS:** Pursuant to Article IX, Section 1(a) of the Constitution, the Tribal Council is vested with the authority to administer all Tribal property and, pursuant to Article IX, Section 1(l), safeguard and promote the peace, safety, morals, and general welfare of Tribal members; and
- WHEREAS:** Article IX, Section 1(g) of the Constitution authorizes the Tribal Council to negotiate with federal, state, and local government on behalf of the Tribe; and
- WHEREAS:** The County of Humboldt, a political subdivision of the State of California, by and through its Department of Health and Human Services ("County") desires to lease certain portions of the real property located at 68 Orchard Street, Hoopa, California within the exterior boundaries of the Reservation for the purpose of providing child welfare, behavioral health and eligibility services to members of the public; and
- WHEREAS:** The Tribal Council recognizes the benefit of having such services readily available on the Reservation to meet the needs of the community, and is willing to enter into a lease agreement with the County for the use of the specified tribal building for said purposes ("Lease Agreement"); and
- WHEREAS:** The Tribal Council has determined that leasing specified portions of the tribal building to County for the purposes described herein serves the best interests of the Tribe and its members, aligns with the Tribe's goals of fostering a healthy and safe community, and is in accordance with the Tribe's sovereign authority to manage its assets; and
- WHEREAS:** The Tribe is willing to waive the Tribe's sovereign immunity from suit for limited purposes as set forth in this resolution.

NOW THEREFORE BE IT RESOLVED, That the Hoopa Valley Tribal Council does not waive its sovereign immunity or consent to suit in any court and that this resolution shall not be implied, deemed, or construed to be a waiver of the sovereign immunity of the Hoopa Valley Tribe for any other purpose, except as expressly stated and subject to the limitations and conditions set forth in this resolution.

BE IT FURTHER RESOLVED, that the Hoopa Valley Tribal Council hereby authorizes and agrees to waive sovereign immunity and consents to suit as to the covered claims defined herein for only the limited purposes of the terms of the Lease Agreement according to the conditions and limitations as follows:

1. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to claims by the County of Humboldt, a political subdivision of the State of California ("COUNTY"), that the Hoopa Valley Tribe has violated any provision of the Lease Agreement or that seek to resolve a dispute concerning the interpretation, implementation, or enforcement of the Lease Agreement. It does not include tort claims, claims for indirect, special, exemplary, or punitive damages, or any other claims not sounding in contract.
2. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to COUNTY, and not to any other person, group or entity, including, without limitation, any commercial or governmental entities.
3. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to the California State Courts in Humboldt County and appropriate appellate courts. The Hoopa Valley Tribe does not consent to suit in any other court.
4. The limited waiver of sovereign immunity and consent to suit set forth herein is specifically limited to monetary damages constituting a reimbursement of funds and obligations not performed by the Hoopa Valley Tribe under the terms and conditions of the Lease Agreement, not to exceed the total cost contemplated under the Lease Agreement. The limited waiver of sovereign immunity and consent to suit set forth herein specifically does not allow recovery of attorneys' fees or other costs associated with litigation of the Covered Claims or post-judgment interest.
5. Notwithstanding any applicable statute of limitation or other law, the limited waiver of sovereign immunity and consent to suit set forth herein shall be enforceable for only such period as the Lease Agreement remains in effect, and only as to claims arising during the effective period of the Lease Agreement, except that the limited waiver of sovereign immunity and consent to suit set forth herein shall remain effective for any proceeding then pending, and all appeals arising therefrom, until the underlying legal issues have been fully resolved.

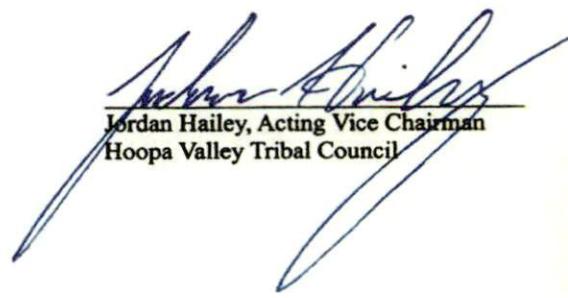
BE IT FURTHER RESOLVED, that this Resolution shall not be implied, deemed, or construed to be a waiver of the sovereign immunity of the Hoopa Valley Tribe, or their respective elected or appointed officials, agents, or employees acting within their official or individual capacities, other than the limited waiver set forth in this Resolution.

BE IT FINALLY RESOLVED, that this Resolution shall be effective immediately upon its adoption and shall remain in effect until the Lease Agreement is terminated in accordance with its terms.

CERTIFICATION

I, the undersigned, as Acting Vice Chairman of the Hoopa Valley Tribal Council, do hereby certify that the Hoopa Valley Tribal Council is composed of eight members, of which seven (7) were poll voted, constituting a quorum and held this 1st day of August 2024, which will be reaffirmed at a Regular Meeting scheduled for August 15, 2024. This resolution was duly adopted by a vote of four (4) in favor with zero (0) opposed and zero (0) abstaining, and that said resolution has not been rescinded or amended in any way.

Dated this first day of August 2024.


Jordan Hailey, Acting Vice Chairman
Hoopa Valley Tribal Council

ATTEST: 
Amber Turner, Executive Secretary
Hoopa Valley Tribal Council

