

**AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND**

**CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA**

This Agreement, entered into this 1st day of September, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Cher-Ae Heights Indian Community of the Trinidad Rancheria, a Federally Recognized Tribe, hereinafter referred to as "TRIBE," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Sheriff's Office, desires to provide certain training to a deputy sheriff who the parties anticipate will provide law enforcement services in the Trinidad Rancheria (which shall be the subject of a separate Agreement); and

WHEREAS, the TRIBE desires to collaborate with the County for provision of law enforcement services in the Trinidad Rancheria and, in furtherance of that goal, to reimburse the County for the cost of Basic Police Academy and the Sheriff's Office Field Training Program for a deputy sheriff, including salary and the costs of associated equipment.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

COUNTY shall send a Deputy Recruit to College of the Redwoods Basic Police Academy and the Sheriff's Office Field Training Program with the understanding that the Deputy Recruit shall ultimately provide law enforcement services for the Trinidad Rancheria (pursuant to an Agreement to be subsequently negotiated). TRIBE shall pay for the costs of the Deputy Recruit's salary, Basic Police Academy and the Field Training program, along with associated costs for equipment and the criminal background investigation required for all Deputy Recruits. The expenses are outlined in Exhibit A attached hereto and incorporated herein.

2. TERM:

This Agreement shall begin on September 1, 2018 and shall remain in full force and effect until April 20, 2019 unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. Either party may terminate the Agreement immediately, upon notice if the other party fails to comply with the terms of this Agreement.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Compensation Upon Termination. In the event of any termination of this Agreement, COUNTY shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

4. COMPENSATION:

TRIBE shall reimburse COUNTY for the Deputy Recruit's Salary, Basic Police Academy, the Sheriff's Office Field Training Program, and related equipment and criminal background investigation through the training period as outlined in Exhibit A.

5. PAYMENT:

TRIBE shall submit payment to COUNTY for reimbursement of expenses according to the installment payments schedule specified in Exhibit A. Payment shall be considered late if not postmarked within ten (10) days after the payment due date. All payments to COUNTY shall be sent to the following address:

COUNTY: Sheriff's Department Business Office  
Attention: Regina Fuller  
826 4<sup>th</sup> Street  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement 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.

COUNTY: Sheriff's Department Business Office  
Attention: Regina Fuller  
826 4<sup>th</sup> Street  
Eureka, CA 95501

TRIBE: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

7. INDEMNIFICATION:

Hold Harmless, Defense and Indemnification. TRIBE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, TRIBE's failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR agrees to notify COUNTY

immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

9. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement 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. Both parties further agree that TRIBE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation, and vice versa.

10. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

11. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

12. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent.

13. AGREEMENT SHALL BIND SUCCESSORS:

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

14. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

15. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

16. LIMITED WAIVER OF SOVEREIGN IMMUNITY:

Tribe does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this Agreement.

a. Limited Waiver and Consent to Suit. Tribe waives its sovereign immunity and consents to suit as to “Covered Claims” as defined in Section (b)(1) below. Tribe’s governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit B.

b. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:

1. Covered Claims. This waiver and consent only applies to claims by County/Sheriff that Tribe has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.

2. Covered Claimants. This waiver and consent only applies to County/Sheriff, and not to any other person, entity, including any commercial or governmental entity, or group.

3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, appropriate state appellate courts, and the United States District Court for the Northern District of California. Tribe does not consent to suit in any other court.

4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by Tribe under the terms of this Agreement, and/or specific performance to compel enforcement of this Agreement. This waiver of immunity specifically does not allow for recovery of attorneys’ fees associated with litigation of Covered Claims.

5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only as to claims arising during the effective period of this Agreement.

17. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with 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.

18. ATTORNEYS’ FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys’ fees, including the reasonable value of services rendered by the Humboldt County Counsel’s Office, to be fixed by the court, and such recovery shall include court costs and attorneys’ fees on appeal, if applicable. As used herein, “prevailing party” means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

19. SURVIVAL:

The duties and obligations of the parties set forth in Section [3] – Compensation Upon Termination, and Section [7] – Indemnification shall survive the expiration or termination of this Agreement.

20. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

21. INTERPRETATION:

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

22. INDEPENDENT CONSTRUCTION:

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

23. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

24. ENTIRE AGREEMENT:

This Agreement 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 Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of 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 Agreement are hereby ratified.

25. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

**CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA:**

By: Garth Sundberg  
Garth Sundberg  
Chairman

Date: 8/27/18

**COUNTY OF HUMBOLDT:**

By: Rex Bohn  
Rex Bohn  
Vice-Chair, Humboldt County Board of Supervisors

Date: 9/25/18

**INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Raeflyer  
Risk Management

Date: 9/19/2018

**Exhibit A**  
**Expenses and Payment Schedule**

The following table is a list of the reimbursable expenses as referenced in Sections 1 and 4 of this Agreement.

<b>Expense Description</b>	<b>Total</b>
Criminal Background Investigation	\$ 3,594.00
Deputy Recruit Gear and Equipment	\$ 4,036.00
Basic Police Academy Tuition and related expenses	\$ 5,000.00
Deputy Recruit Salary & Benefits	<u>\$ 103,954.00</u>
<b>Total Expenses</b>	<b>\$ 116,584.00</b>

The following is the payment schedule as described in Section 5 of this Agreement.

<b>Payment Schedule</b>	<b>Amount</b>
<b>Installment One Due on 10/1/18</b>	
Criminal Background Investigation	\$ 3,594.00
Deputy Recruit Gear, Equipment and Ammunition	\$ 4,036.00
Basic Police Academy Tuition and related expenses	\$ 5,000.00
1/4 of Deputy Recruit Salary & Benefits	<u>\$ 25,988.50</u>
<b>Total Due:</b>	<b>\$ 38,618.50</b>
<b>Installment Two Due on 11/1/18</b>	
1/4 of Deputy Recruit Salary & Benefits	\$ 25,988.50
<b>Installment Three Due on 1/1/19</b>	
1/4 of Deputy Recruit Salary & Benefits	\$ 25,988.50
<b>Installment Four Due on 3/1/19</b>	
1/4 of Deputy Recruit Salary & Benefits	\$ 25,988.50

**Exhibit B**  
**Resolution of Limited Waiver of Sovereign Immunity (to be provided by Tribe)**