

**DEPUTIZATION AGREEMENT BETWEEN
THE HOOPA VALLEY TRIBE AND THE COUNTY OF HUMBOLDT**

The Hoopa Valley Tribe (hereinafter referred to as "Tribe"), a sovereign, federally-recognized Indian Tribe, and the Tribe's Chief of Police, and the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as "County") and the Humboldt County Sheriff (hereinafter referred to as "Sheriff") enter into this Agreement effective on the last date upon which all parties hereto have executed this Agreement.

1. FINDINGS

The Tribe, Chief of Tribal Police, County, and Sheriff find:

- a) That the State of California is a Public Law 280 state. Public Law 280 grants the State of California criminal jurisdiction in Indian Country concurrent with Tribes (18 U.S.C. Section 1162) and grants the State of California limited civil jurisdiction (28 U.S.C. Section 1360). Public Law 280 did not grant the State of California civil regulatory jurisdiction over Tribes; and
- b) That the Tribe is a sovereign nation and has plenary and exclusive jurisdiction over its members and its territory; and
- c) That the Humboldt County Sheriff's Office has the obligation to enforce "criminal/prohibitory" laws pursuant to Public Law 280 within the confines of the Hoopa Valley Indian Reservation; and
- d) That the health, safety, and welfare of persons who reside or are found within the Hoopa Valley Indian Reservation are enhanced by close cooperation and continuous communication between the Hoopa Valley Tribal Police and the Humboldt County Sheriff's Office; and
- e) That the unique culture and history of the Tribe, the geographic remoteness of the Hoopa Valley Indian Reservation, and the structure of Tribal and Federal Indian laws within the exterior boundaries of the Hoopa Valley Indian Reservation, mean that having deputized Hoopa Valley Tribal Members (or non-members with an understanding of Tribe's culture and history) assisting the Sheriff's Office with its obligations pursuant to Public Law 280 within the County of Humboldt on the Hoopa Valley Indian Reservation will enhance law enforcement services thereat; and
- f) That the Sheriff and the County recognize the reassumption of federal criminal jurisdiction granted by the United States Department of Justice, at the Tribe's request, on November 18, 2016. The Federal Government assumed concurrent federal jurisdiction under the General Crimes Act, 18 U.S.C. Section 1152, which creates federal court jurisdiction for certain types of federal offenses committed by Indians against non-Indian and Indian victims and for offenses committed by non-Indians against Indian victims and Section 1153, the Major Crimes Act. This concurrent jurisdiction in no way changes the existing jurisdiction of tribal, State, or local law enforcement agencies. Concurrent federal jurisdiction was granted with the

expectation that federal prosecution would be reserved for a limited number of crimes covered by the Major Crimes Act and the General Crimes Act that can most effectively be prosecuted at the federal level; and that the Hoopa Valley Tribe has obtained Special Law Enforcement Commissions (“SLECs”) for certain Tribal Police officers from the Bureau of Indian Affairs. The SLECs authorize those commissioned Tribal Officers, among other things, to issue citations for appearance on the Central Violations Bureau (“CVB”) petty offense calendar at the Federal Courthouse in McKinleyville, California. The Tribe and Sheriff recognize that the schedule of federal citations for petty offenses in Indian Country is limited. Federally commissioned SLEC Officers are deemed Federal law enforcement officers pursuant to California Penal Code section 830.8 (a); however, Federal law enforcement agencies/officers do not engage in proactive state crime patrols, unless requested by the Humboldt County Sheriff’s Office and Tribal Police Department’s Chief of Police, or his designee’s approval; and

- g) That, consistent with the important principles of the inherent sovereignty and self-governance of the Tribe, it is the desire and the policy of the Tribe and the County, that the Tribe exercise authority to exercise law enforcement, including that given by the Sheriff, over issues of public safety and state law enforcement within the exterior boundaries of the Hoopa Valley Indian Reservation; and
- h) The Tribe and the Sheriff are committed to the goal of ensuring that public safety is enhanced through deputization of Tribal Officers and to allocate law enforcement resources to the Hoopa Valley Indian Reservation in a manner which reflects, to the extent possible, the days and hours calls for service are the greatest; and
- i) This Agreement is desired by both parties in order to enhance the enforcement of state laws pursuant to Public Law 280 in order to provide for efficient, effective, and cooperative law enforcement efforts in the Hoopa Valley Indian Reservation; and
- j) That the parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical assistance and other assistance, dispatching, and detention; and
- k) This Agreement shall supersede, in its entirety, the Agreement of the same title that went into effect in March 2016.

2. POLICIES

Considering the Findings herein, the Tribe, the County, and the Sheriff, mutually agree to implement and abide by the following:

3. SCOPE OF LAW ENFORCEMENT

The Tribe shall prosecute all “civil/regulatory” laws within the exterior boundaries of the Hoopa Valley Indian Reservation against Indians, as defined by 25 U.S.C. 1301, as may from time

to time be amended. Humboldt County shall prosecute “criminal/prohibitory” laws within the exterior boundaries of the Hoopa Valley Indian Reservation. The terms “civil/regulatory” and “criminal/prohibitory” shall be applied using common sense definitions and direction provided by court decisions which may issue from time to time.

4. HANDLING REQUESTS FOR LAW ENFORCEMENT SERVICES

In order to expedite law enforcement services within the exterior boundaries of the Hoopa Valley Indian Reservation, the parties hereto agree that requests for state law enforcement services received by the County and the Sheriff’s Office for those locations within the exterior boundaries of the Hoopa Valley Indian Reservation shall be handled as follows:

A. Those requests that require immediate response due to the emergency nature of the call for service and requests of a non-emergency nature relating to a criminal matter shall be relayed without undue delay by means of radio or telephonic communication by the Humboldt County Sheriff’s Office Emergency Communications Center to the on-duty deputized Hoopa Valley Tribal Police Officer. Unless otherwise directed by the Dispatch Center or the Hoopa Valley Tribal Police Chief, all such requests will receive a response from a deputized Hoopa Valley Tribal Police Officer or, if it is not possible to so respond, the request in question shall be forwarded promptly to the Humboldt County Sheriff’s Office with an explanation as to nature of the inability to respond. The Sheriff’s Office and the on duty Tribal Police Supervisor have the discretion to respond to the calls for service to direct or assist as needed any call for service relating to a criminal emergency or non-emergency.

B. All calls for service received by the Hoopa Valley Tribal Police dispatch center requiring an investigation into a state crime or county law enforcement response will be relayed to the Humboldt County Emergency Communications Center. All calls for service that require a law enforcement response will be tracked through the Humboldt County Sheriff’s Office Computer Aided Dispatch system. If there are multiple calls for service, the on-duty Sheriff’s Office Watch Commander has the authority to deploy the deputized Hoopa Valley Tribal Police Officers or the Deputy Sheriffs to what the Watch Commander perceives as the higher priority law enforcement calls for service within the exterior boundaries of the Hoopa Valley Indian Reservation.

5. DEPUTIZATION

A. The Sheriff agrees, in compliance with California Penal Code Sections 830.6 and 832.6 (a)(1), to deputize qualified Hoopa Tribal Police Officers as level I reserves who have successfully completed (1) a standardized background investigation acceptable to the Sheriff prescribed by the California Commission on Peace Officer Standards and Training (hereinafter “P.O.S.T.”) and (2) the P.O.S.T. Regular Basic Course (RBC) for peace officers to maintain reserve deputy status or an equivalent federal training course recognized by P.O.S.T.. Newly deputized Hoopa Tribal Police Officers must pass the standard seven hundred and twenty (720) hour P.O.S.T. approved Field Training Program with the Sheriff’s Office, which will focus a majority of the Field Training in the Willow Creek/Hoopa area. Upon successful completion of the Field Training Program, Hoopa Valley Tribal Police Officers will be recognized as solo beat officers with full reserve deputy status with the Sheriff’s Office. Said deputization will not be unreasonably delayed. Tribal Police Officers who have previously completed a California P.O.S.T. approved Field Training Program

and who have more than one (1) year's experience as an officer may undergo a modified "lateral" Field Training Program consisting of a maximum of two hundred and eighty (280) hours or less as determined by the assigned Training Officer. The "lateral" Field Training Program will focus on familiarization with Sheriff's Office operations and orientation to geographical and/or adjacent areas near the Hoopa Valley Indian Reservation.

B. The Hoopa Valley Tribal Police Officers who have been certified as reserve deputies by the Sheriff pursuant to paragraph a. above serve as reserve deputies at the will and discretion of the Sheriff. The Sheriff may withdraw the reserve deputization of any Hoopa Valley Tribal Police Officer at any time. The Sheriff agrees to provide to the Hoopa Valley Police Chief the reasons for the withdrawal or revocation of deputization of an officer to the extent allowable under applicable law. The Sheriff agrees to review and reconsider the refusal and/or revocation should the Chief of the Tribal Police Department so request and provide documentation that the Officer's deficiencies and/or areas of concerns have been mitigated to the Sheriff's satisfaction.

C. The Tribe agrees to require deputized Hoopa Valley Tribal Police Officers to maintain a class "C" driver license and the same in-service P.O.S.T. training requirements required of deputies employed with the Humboldt County Sheriff's Office. Failure of any Hoopa Valley Tribal Police Officer to comply with the requirements will result in revocation of his/ her deputization. Proof of annual training will be forwarded to the Sheriff's Training division and to the Hoopa Valley Tribal Human Resources Department in a timely manner, with a copy to the Chief of the Tribal Police Department.

D. The Tribe agrees that all deputized Hoopa Valley Tribal Police Officers will come under the authority of a Sheriff's Office supervisor, Watch Commander, and/or the Sheriff's designee while performing his or her reserve deputy state law enforcement functions and duties.

E. The Tribe agrees that all deputized Hoopa Valley Tribal Police Officers shall adhere to the Humboldt County Sheriff's Policy Manual at all times when working as a reserve deputy sheriff and when enforcing state law. An electronic copy of the manual will be provided to the Tribe and any updates to the policy will be distributed to the Hoopa Valley Tribal Police upon enactment by the Sheriff's Office.

F. Hoopa Valley Tribal Police Officers who are deputized under this Agreement shall continue to be employed by the Tribe and are not part of any collective bargaining unit through the County of Humboldt. Employee grievances made by Tribal Police Officers shall be filed with the Tribe and handled by the Tribe. Because of the investment in training officers, neither the Hoopa Valley Tribe nor the Sheriff shall actively solicit or recruit the other's employees during their employment. This is necessary to the parties' legitimate collaboration on law enforcement in this Agreement.

6. CITIZEN COMPLAINTS

Per California Penal Code 832.5, citizens have the right to make a complaint against a police officer for any improper police conduct. The Tribe agrees to provide a citizen complaint form to any citizen who wants to file a complaint regarding a Sheriff's policy, procedure, or state law violation against a deputized Tribal Officer. The Tribe agrees to notify the Sheriff, in writing, within forty-eight (48) hours, of any such citizen complaint made and/or any administrative

personnel investigation initiated by the Tribe or the Hoopa Valley Tribal Police Chief against a deputized officer enforcing state law. The Sheriff agrees to notify the Tribe, in writing, within forty-eight (48) hours, of any citizen complaint made and/or any administrative personnel investigation initiated by the Sheriff against a deputized officer enforcing state law within the Hoopa Valley Reservation. The Tribe further agrees that it will apprise the Sheriff of the nature of the complaint, the names and addresses of all complainants and witnesses, and what action is being undertaken. The Sheriff or his designee will determine the course of the investigation. At the conclusion of the personnel investigation, notifications will be made in writing, within forty-eight (48) hours, of the outcome and final disposition. Any such information exchange pursuant to the terms of the Agreement shall remain confidential pursuant to California Evidence Code Sections 1043 and 1045.

7. CULTURAL AND RACIAL DIVERSITY TRAINING

Humboldt County Deputy Sheriffs will, upon assignment to duties on the Hoopa Valley Indian Reservation and/or in the Trinity River Division, will complete a course of training in cultural and racial diversity substantially similar to that required by California Penal Code section 13519.4 and will shall work with the Hoopa Tribal Police to understand and respect Hoopa Tribal Culture and Values. All Deputy Sheriffs shall receive Public Law 280 training every two (2) years.

8. TRAINING

A. The Tribe and the Sheriff mutually agree to offer each other, for deputized personnel only, law enforcement training, internal or external, and will make printed and electronic training materials accessible to deputized personnel. The Tribe and County will bear the cost of training their respective personnel. All deputized Hoopa Valley Tribal Police Officers and SLEC Officers are required to attend a minimum of twenty-four (24) hours of POST certified training every two (2) years.

B. The training manager with the Sheriff's Office will keep written records of Tribal Officers' annual training. The Tribe agrees to send designated Tribal Officers to quarterly Sheriff's Office trainings. Failure to do so could jeopardize the Tribal Officers' reserve deputy status.

C. The Sheriff's office will supply training ammunition to the deputized tribal officers at the quarterly firearms qualification.

9. EQUIPMENT

Deputized Tribal Police Officers shall be issued the same duty equipment issued by the Sheriff to Sheriff's Deputies. The Tribal police officers shall wear a bullet-proof vest while in uniform and conducting law enforcement duties. The training manager will provide the equipment specifications to the Tribe upon request. The Tribe and the County will submit to each other an inventory of their current equipment available in the Hoopa area that is useful in inquiries, investigations and law enforcement actions undertaken by the Tribe or the County. The Tribe and the County will, upon request, endeavor to make this equipment, excepting patrol vehicles, available to each other in a timely manner. Equipment damaged or lost during the time it is on loan will be replaced or the owner compensated in as prompt a manner as budget constraints will allow.

10. UNIFORMS, VEHICLES, AND WEAPONS

A. The Deputized Tribal Police Officers shall adhere to the uniform standards as outlined in Sheriff's policy 1046. Deputized Tribal Officers shall wear dark blue/black uniforms with one Hoopa Tribal Police patch on the right shoulder and one Sheriff's Office patch with a "Hoopa Tribal Police" Rocker above the patch worn on the left shoulder, and a Hoopa Tribal Police Badge to identify the Officer as Hoopa Valley Tribal Police. To distinguish the Tribal Officer as having State Police Officer Powers a deputized Tribal Officer shall have a plate below the badge that states "Humboldt County Deputy Sheriff."

11. SCHEDULE

The Hoopa Valley Tribal Police and the Sheriff shall meet and confer on the patrol schedule for Tribal police officers to ensure the maximum amount of patrol coverage within the exterior boundaries of the Hoopa Valley Indian Reservation.

12. REPORTS

The Hoopa Valley Tribal Police and the Sheriff agree to comply with each other's deadlines regarding timely submission of investigation, arrest, and other reports so long as this Agreement remains in effect. Hoopa Valley Tribal Police will write the reports to the standard of the Humboldt County Sheriff's Office. Hoopa Valley Tribal Police department will document all of their criminal investigations utilizing the Humboldt County Sheriff's Records Management System. The reports will be reviewed by the on-duty Sheriff's Watch Commander. The Tribe shall contract with Humboldt County Office of Information Technology to install RIMS and Property/Evidence Software on Tribal Police Computers. Only deputized members of the Tribal Police and the authorized Tribal Police Chief shall have access to the Sheriff's Records Management systems installed on Tribal computers. The Sheriff, his designee, or Watch Commander will promptly notify the Tribal Police Chief of any report writing deficiencies or lack of timely submission by a Deputized Tribal Police Officer.

13. EVIDENCE

The Hoopa Valley Tribal Police shall have temporary evidence storage lockers at the Hoopa Valley Tribal Police Department that meet the Sheriff's standard to maintain a secure chain of custody. All evidence items will be packaged and secured according to the Sheriff's Office policy. All evidence relating to a state criminal case shall come under the authority of the Sheriff's Office. The Sheriff's Office Property Technician or their designee will retrieve any criminal evidence booked by the Hoopa Valley Tribal Police and transport it to the Sheriff's Office Main Station for storage.

14. RECORDS

The Tribe and the County shall, subject to applicable laws regarding confidentiality and privacy and subject to the Public Records Act and the Freedom of Information Act, allow access to, and disclosure of, law enforcement records in their possession and control to be used for

identifying, apprehending, prosecuting, or suing, in civil court, individuals or companies reasonably believed to have violated civil or criminal laws of the Tribe, County, the State of California, or the United States. The Tribe shall also adhere to state law regarding public safety personnel public records outlined in Penal Code 832.7 and 832.8.

15. LINES OF COMMUNICATION

A. Direct, timely communication between the Hoopa Valley Tribal Police Chief and the Sheriff is vital to the success of this Agreement. The Hoopa Valley Tribal Police Chief and the Sheriff will communicate directly with each other at least once each month. Tribe and Sheriff communications shall be a high response priority for both parties.

B. The first week of every month, the Chief of the Hoopa Valley Tribal Police and the Sheriff or the Sheriff's Designee shall communicate the schedule for staffing coverage in the Hoopa Valley.

16. SLEC OFFICERS

A. SLEC Tribal Police Officers are deemed Federal Peace Officers under CA state law and Penal Code section 830.8 which governs how Federal Officers can enforce state law:

830.8.(a) Federal criminal investigators and law enforcement officers are not California peace officers, but may exercise the powers of arrest of a peace officer in any of the following circumstances:

(1) Any circumstances specified in Section 836 of this code or Section 5150 of the Welfare and Institutions Code for violations of state or local laws.

(2) When these investigators and law enforcement officers are engaged in the enforcement of federal criminal laws and exercise the arrest powers only incidental to the performance of these duties.

(3) When requested by a California law enforcement agency to be involved in a joint task force or criminal investigation.

(4) When probable cause exists to believe that a public offense that involves immediate danger to persons or property has just occurred or is being committed.

In all of these instances, the provisions of Section 847 shall apply. These investigators and law enforcement officers, prior to the exercise of these arrest powers, shall have been certified by their agency heads as having satisfied the training requirements of Section 832, or the equivalent thereof.

B. When a SLEC Tribal Police Officer makes an arrest pursuant to Penal Code Section 830.8 (a), that arrestee must be turned over without unnecessary delay to the responsible official of the primary law enforcement agency with apparent prosecuting jurisdiction. These arrests, although different, procedurally are very similar to a citizen's arrest (PC 847). When an arrest does occur

under this authority, Hoopa Tribal Dispatch will contact the Humboldt County Dispatch Center and report the incident. A reserve deputized Tribal Police Officer or a Deputy Sheriff will be dispatched by the Sheriff's Dispatch Center to confirm that probable cause exists for an arrest before the arrest can be accepted. The investigating deputy or reserve Tribal Police Officer still maintains the authority to accept the arrest, refuse the arrest, physically take the arrestee to the Humboldt County Correction Facility (HCCF) and/or release the arrestee with a citation and court date.

C. The deputy/deputized officer may authorize the SLEC officer to transport and book the arrestee under the Sheriff's office case number. If a SLEC officer transports the arrestee, the deputy/deputized officer will ensure the booking paperwork is properly filled out and the probable cause report is completed. In all cases, the SLEC officers will submit their reports to the Sheriff's office the day of the arrest. The HCSO report will not be submitted to the DA without first receiving the SLEC Officer's/HVTPD report. In cases where probable cause does not exist and the deputy refuses the arrest from the SLEC officer, a report will be written and sent to the division patrol Lieutenant for review. The evidence associated with the investigation will be secured, documented, and booked into evidence by the deputized Tribal Police Officer or the Deputy Sheriff. When a fresh arrest is made by a SLEC Tribal Police Officer and an HCSO deputy is not immediately available, the SLEC Tribal Police Officer shall contact the on-duty Watch Commander for direction.

D. If a SLEC Tribal Police Officer locates a subject with an outstanding arrest warrant and no fresh charges exist, he/she is authorized to arrest on the warrant and transport the arrestee directly to the Humboldt County Correctional Facility (HCCF) for booking.

E. When an in-progress crime has occurred within the Reservation, and the HCSO communications center receives a call for service, the center will notify Hoopa Tribal Dispatch. If there are no deputized Tribal Police Officers on duty, the dispatcher may request an on-duty SLEC officer to respond along with and/or ahead of a Deputy Sheriff if the Deputy Sheriff is going to be unduly delayed. If a SLEC Officer self deploys or observes the crime in progress, the SLEC officer should make every effort to preserve evidence, secure the scene, protect the victim(s), detain suspects, and to assist with the investigation of the crime.

F. SLEC Tribal Officers who are not deputized as Reserve Deputy Sheriff's pursuant to this Agreement shall not utilize HCSO radio frequencies for non-emergency communications or inquiries.

17. INSURANCE

A. Each party shall maintain insurance equivalent to Comprehensive or Commercial General Liability Insurance with coverage as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in the amount of two-million-dollars (\$2,000,000) per occurrence for police professional liability and/or personal injury, to cover any injuries and/or death resulting from officers executing their lawful duties. This insurance should extend to reserve officers and mutual aid agreements.

B. Each party will ensure that an insurance certificate is issued for their policy containing an endorsement covering the other party, its officers, employees and agents as additional insureds for liability arising out of operations performed by, or on behalf of, the insuring party. The policy shall impose no special limitations on the scope of protection afforded the other party, its officers, agents and employees. Except as provided by law, sovereign immunity shall not be a bar to a recovery otherwise provided by such insurance.

C. The Tribe shall maintain insurance equivalent to 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 shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

D. The Tribe shall maintain insurance equivalent to Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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 COUNTY and its agents, officers, officials, employees and volunteers.

18. OFF-RESERVATION INQUIRY

A deputized Hoopa Valley Tribal Police Officer's primary duty is to protect the health, safety and welfare of the people and property on the Hoopa Valley Indian Reservation. The Hoopa Valley Tribal Police are authorized to conduct inquiries relative to civil or criminal investigations outside the exterior boundaries of the Hoopa Valley Indian Reservation when necessary, in Humboldt County, after receiving approval from the on-duty supervisor or Watch Commander for the Sheriff's Office and the deputized Hoopa Tribal Police Supervisor. A request for off-reservation inquiries will be made by contacting the on-duty supervisor or Watch Commander and deputized Hoopa Tribal Police Supervisor. Approval for this request will not be unreasonably withheld or delayed by the Sheriff. The deputized Hoopa Valley Tribal Police Officer will document the request, approval and the name of the supervisor/Watch Commander granting the request in the report.

19. LIMITATION OF GRANT AUTHORITY

The Tribe and County mutually agree that, except as provided herein, authority granted under this Agreement is applicable only to law enforcement activity occurring within the geographical boundaries of Humboldt County and the Hoopa Valley Indian Reservation. In the event of an emergency, while in hot pursuit of a perpetrator, or upon request from the Watch Commander, a deputized Tribal Police Officer is authorized to respond to requests for law enforcement services off the Hoopa Valley Reservation in Humboldt County.

20. CLETS

A. Upon deputization and appropriate CLETS training, the Deputized Hoopa Valley Tribal Police Officers, will be authorized to receive data from criminal information databases, CLETS, and

other computerized information systems. Receiving information from the aforementioned databases for activities under this Agreement will not be unreasonably delayed or withheld by the Sheriff's Office. Moreover, "receive" will mean Hoopa Tribal Police can meaningfully receive the information from these databases under the same or similar circumstances as the Sheriff's Office. The Hoopa Tribe agrees to adhere to the strict security and privacy standards associated with DOJ CLETS access.

B. The Sheriff's Office will permit deputized Tribal Police Officers and SLEC Officers access to the County's local warrant system. When a SLEC officer wishes to have someone checked for local warrants they will contact the Sheriff's Warrant Division during regular business hours and the Sheriff's Communications Division after hours and on weekends. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

C. The Sheriff's office supports the Tribe's ability to obtain CLETS access for their SLEC officers through the Department of Justice.

21. NO THIRD-PARTY BENEFICIARY

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring action to enforce any of its terms.

22. CIVIL REMEDY

Title 28 U.S.C. § 2671 et seq. and 25 CFR § 1000.270 et seq., more commonly known as the Federal Tort Claims Act (FTCA) allows the district courts to have exclusive jurisdiction of civil actions of claims against the United States. The FTCA provides the exclusive remedy for certain common law tort claims against tribal entities and individuals and may cover activities such as providing law enforcement services under 25 U.S.C. § 2802. County agrees to cooperate with the Tribe to enforce the procedures of the FTCA to the extent it is in the County's power to do so.

23. WAIVER OF TRIBAL SOVEREIGN IMMUNITY

A. Except for the limited waiver of sovereignty as expressly stated in this Agreement, nothing herein shall be construed to imply a general waiver of sovereign immunity of the Tribe, and the Tribe does not waive its sovereign immunity and does not consent to suit in any court except as expressly stated in this Agreement.

B. Limited Waiver and Consent to Suit. The Tribe agrees to a limited waiver of its sovereign immunity and consents to suit only for "Covered Claims" as defined in Section (b)(1) below. The Tribe's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit A.

C. Conditions and Limitations. This limited waiver and consent to suit is subject to the following conditions and limitations:

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

D. Remedies. This limited waiver and consent to suit is specifically limited to specific performance to compel enforcement of this Agreement. This limited waiver of immunity specifically does not allow for recovery of attorneys' fees by either party associated with litigation of Covered Claims.

E. 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.

24. DISPUTE RESOLUTION

A. In recognition of the government-to-government relationship of the Tribe and the County, the parties will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. In the event either party believes that a violation of this Agreement has occurred, or is occurring, that party will provide written notice to the other party setting forth with specificity the issues to be resolved. The Parties hereby establish a threshold requirement that disputes between the Tribe and the County first be subject to a process of meeting and conferring in good faith in order to foster a spirit of cooperation. Should the initial meeting and conferring fail to resolve the dispute, any issues regarding interpretation and enforcement of this Agreement will be attempted to be resolved through mediation. The mediation will consist of a mediator to be mutually agreed upon by the parties hereto, in concert with a representative of Humboldt County and a representative of the Tribe.

B. Any dispute between the Tribe and the County/Sheriff relating to this Agreement not resolved by way of mediation will be brought in the California State Court in Humboldt County or the United States District Court for the Northern District of California. This Agreement shall be construed in accordance with the laws of the State of California.

25. MUTUAL INDEMNIFICATION

Tribe shall hold harmless, defend and indemnify County and its agents, officers, officials

employees and volunteers from and against those claims, demands, losses, damages, liabilities, expenses and costs that are not covered, or not fully covered, by insurance, as described in Paragraph 16 above, or the Federal Tort Claims Act, as described in Paragraph 21, above, arising out of, or in connection with, Tribe's performance of, or failure to comply with, the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of County. The County shall hold harmless, defend and indemnify Tribe and its agents, officers, officials, employees and volunteers from and against those claims, demands, losses, damages, liabilities, expenses and costs that are not covered, or not fully covered, by insurance, as described in Paragraph 16 above, or the Federal Tort Claims Act, as described in Paragraph 21, above, arising out of, or in connection with, County's performance of, or failure to comply with, the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of Tribe.

26. TERM AND REVOCATION

A. This Agreement will be in full force and effect following execution hereof until superseded or revoked.

B. During the term of this Agreement the Tribe, the County, or the Sheriff shall have the authority to revoke this Agreement. Any notice of intent to revoke this Agreement must be express, in writing, and delivered via certified mail ninety (90) days prior to the date of revocation. During that ninety (90) day time period, the Tribe and the Sheriff agree to meet and confer to discuss the issues surrounding the revocation in an attempt to reach a resolution.

27. NOTICES

Any notice provided for or concerning this Agreement, will be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to the County: Humboldt County Sheriff
826 Fourth Street
Eureka, CA 95501

If to the Tribe: Tribal Chair
Hoopa Valley Tribe
P.O. Box 1348
Hoopa, CA 95546

28. WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement 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 Agreement.

29. 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.

30. MODIFICATION OF AGREEMENT

Except as otherwise stated herein, no addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. PARAGRAPH HEADINGS

The headings and captions of the various paragraphs to this Agreement are for convenience only, and will not limit, expand, or otherwise affect the construction or interpretation of this Agreement.

32. GOOD FAITH

Throughout the term of this Agreement, the parties agree to exercise good faith and to observe the covenants herein.

33. INTEGRATION

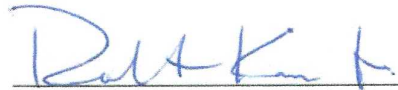
This Agreement will constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement will not be binding upon either party except to the extent incorporated into this Agreement. This Agreement will be construed pursuant to applicable Federal, State and Hoopa Valley Tribal Laws

34. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

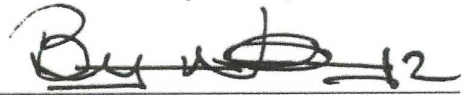
The Tribe certifies by its signature below that the Tribe is not a nuclear weapons contractor in that the Tribe is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Tribe 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 the Tribe becomes a nuclear weapons contractor.

IN WITNESS THEREOF, this Agreement has been executed by and on behalf of the Hoopa Valley Tribal Council, Hoopa Tribal Police Department, the Humboldt County Board of Supervisors, and the Sheriff of Humboldt County as of the dates shown below.

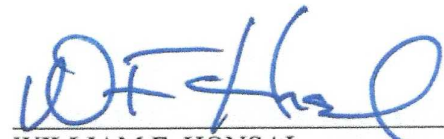
Dated: 9/23/2020


Robert Kane, Jr.,
Chief of the Hoopa Valley Tribal Police

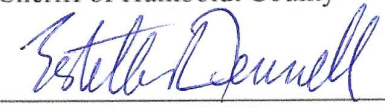
Dated: 9/23/2020


BYRON NELSON JR.,
Chairman of the Hoopa Valley Tribal
Council

Dated: 10/20/2020


WILLIAM F. HONSAL,
Sheriff of Humboldt County

Dated: 10/20/2020


ESTELLE FENNELL,
Chairman of the Humboldt County Board of
Supervisors