

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
HOOPA VALLEY TRIBAL COUNCIL**

This Memorandum of Understanding, hereinafter referred to as “MOU” made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Humboldt, Department of Health and Human Services – Social Services, a political subdivision of the State of California, hereinafter referred to as “Humboldt County DHHS-SS,” and the Hoopa Valley Tribal Council, a federally recognized tribal entity, hereinafter referred to as “HVTC.”

**Recitals**

WHEREAS, contingent upon the US Department of Health and Human Services, hereinafter referred to as “HHS” approval, the Humboldt County DHHS-SS will transfer the provision of Temporary Assistance to Needy Families (TANF) services to a tribal government in accordance with Public Law 104-193, as amended, Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542), as amended, and the Welfare and Institutions Code, Section 10553.25 as amended; and

WHEREAS, the Hoopa Valley Tribe did on June 20, 1972 adopt a Constitution and Bylaws which was approved by the Commissioner of Indian Affairs on August 18, 1972 and ratified by Act of Congress on October 31, 1988, and, by tribal law, the sovereign authority of the Tribe over the matter described herein is delegated to the Hoopa Valley Tribal Council and pursuant to its inherent authority as a sovereign government, the Hoopa Valley Tribe shall enter into such agreements on a government-to-government basis with federal, state, and county governments as are appropriate under the circumstances; and

WHEREAS, Humboldt County DHHS-SS and HVTC desire a smooth transfer of the provision of such TANF services; and

WHEREAS, the HVTC is providing a tribal family assistance program (hereinafter referred to as “Tribal TANF”) and has a TANF plan approved by HHS on July 1, 2004 and has negotiated with California Department of Social Services, herein after referred to as “CDSS,” a Memorandum of Understanding.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE

The purpose of this non-financial Agreement is to outline Humboldt County DHHS-SS and HVTC responsibilities in connection with the provision of Tribal TANF in Humboldt County.

2. TERM

This Agreement shall commence on the date of execution. It will be automatically renewed for successive County fiscal year periods, unless terminated as provided herein.

3. TERMINATION

A. This Agreement may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice.

B. Written notice of termination pursuant to this Agreement shall be addressed as follows:

To Humboldt County DHHS-SS:

County of Humboldt  
Department of Health and Human Services  
Social Services  
929 Koster St.  
Eureka, CA 95501

Attention: Deputy Director

To HVTC:

Hoopa Valley Tribal Council Tribal TANF Program  
PO Box 728  
Hoopa, CA 95546

Attention: Karen Kyle, TANF Executive Director

#### 4. JOINT RESPONSIBILITIES OF PARTIES

For qualified Native American families residing on the Hoopa Valley Indian Reservation and all eligible enrolled Hoopa Valley Tribal members and their families, wherever they may reside in Humboldt County, who choose to receive Tribal TANF, the following general provisions are agreed to by Humboldt County DHHS-SS and HVTC.

- A. HVTC will provide Tribal TANF cash aid and employment and supportive services.
- B. Humboldt County DHHS-SS will provide CalFresh and Medi-Cal.
- C. The process for transitioning qualified Humboldt County DHHS-SS CalWORKs (California Work Opportunity and Responsibility to Kids) cases to Tribal TANF and transitioning Tribal TANF cases to Humboldt County DHHS-SS CalWORKs will continue to be practiced according to procedures developed by DHHS-SS and HVTC.
  - 1. Humboldt County DHHS-SS and HVTC will develop a contingency plan to address transitioning existing CalWORKs recipients, as well as CalWORKs applicants, should the maximum service level be reached.
  - 2. The contingency plan will address waiting lists, priority for services, etc. For any approved family on a waiting list for Tribal TANF services, Humboldt County DHHS-SS will provide CalWORKs cash aid and employment and supportive services.
- D. HVTC and Humboldt County DHHS-SS will exchange limited information, as needed, to determine eligibility for Tribal TANF, CalWORKs, Medi-Cal or CalFresh.
  - 1. Humboldt County DHHS-SS and HVTC agree to exchange Social Security Numbers, as needed, to prevent duplicate aid.

2. HVTC agrees to inform Humboldt County DHHS-SS in advance of any planned program changes (e.g., cost-of-living increases) to ensure CalFresh and Medi-Cal program integrity.
- E. The federal 60-month time limit applies to TANF and CalWORKs. Aid received in either program counts toward the 60-month time limit. Thus, any month in which CalWORKs assistance is received counts toward the Tribal TANF 60-month time limit; conversely, any month in which Tribal TANF is received counts toward the CalWORKs 60-month federal and state time limit. Tribal TANF and CalWORKs families that live on a reservation or rancheria, that has an unemployment rate of 50% or greater, are exempt from the 60-month time limit. In effect the 60-month time limit is not counted as long as the aided family resides on a reservation or rancheria with a 50% or greater unemployment rate which thereby qualifies for an exemption as outlined in All County Letter 23-38 issued by “CDSS”.
  - F. Qualified Native American families can choose to receive Tribal TANF or CalWORKs. Also, they can transfer from one program to another. However, they cannot receive aid from both programs simultaneously.
  - G. Previously imposed or current sanctions are not transferable from one program to another. CalWORKs sanctions will not be applied to families transitioning from CalWORKs to Tribal TANF; conversely, Tribal TANF sanctions will not be applied to families opting to receive CalWORKs. Families sanctioned on both programs must serve the imposed sanctions of each program.
  - H. The Humboldt County DHHS-SS office will have a Tribal TANF liaison to resolve issues that arise in administering this program.
  - I. Both programs will allow reciprocal outreach programs at their respective offices. Humboldt County DHHS-SS staff will conduct CalFresh and Medi-Cal outreach activities in the Tribal TANF offices; conversely HVTC will conduct Tribal TANF outreach to Humboldt County DHHS-SS offices.
  - J. Humboldt County DHHS-SS will be responsible for fraud investigation on all CalWORKs cases. HVTC will be responsible for fraud investigation on all Tribal TANF cases. Fraud investigation for duplicate aid cases (Tribal TANF and CalWORKs aid) will be the responsibility of the party issuing the erroneous payment. Fraud divisions from both HVTC and Humboldt County DHHS-SS will exchange limited information regarding duplicate aid cases as needed.

## 5. EACH PARTY’S RESPONSIBILITIES

### A. Humboldt County DHHS-SS Responsibilities:

#### 1. Existing CalWORKs Cases:

- a. For those families who qualify under the approved HVTC Tribal TANF plan and choose to transfer to Tribal TANF and sign an appropriate transfer agreement and consent form:
  - i. To assure there is no break in aid or supportive services, discontinue CalWORKs, coordinating the termination with the effective date of Tribal TANF approval.
  - ii. Continue Medi-Cal and CalFresh benefits; recalculate CalFresh and Medi-Cal if necessary.

- iii. Consult with HVTC staff on a case-by-case basis to arrange continuation of Welfare-to-work activity. When CalWORKs is discontinued, stop all employment and supportive services and other direct assistance or service funded by the CalWORKs Single Allocation and CalWORKs Mental Health and Substance Abuse Allocation.
- iv. Provide to HVTC Tribal TANF field office Humboldt County DHHS-SS records needed to determine eligibility for Tribal TANF (e.g. Social Security Number, birth records, immunization records, school attendance records, proof of UIB application/denial, proof of current income/property, child care status, employment service history, time on aid, and any other pertinent information).

2. CalWORKs Applicants:

- a. At application ask each applicant if his/her family is Native American, or if there is a child/children of Native American origin in the family.
- b. For applicants self-declaring to be Native American, provide written information about Tribal TANF, offer the option of receiving Tribal TANF and obtain the applicant's choice in writing.
- c. For individuals choosing Tribal TANF:
  - i. Process the CalWORKs application per existing procedures, refer the applicant to the appropriate Tribal TANF office, and:
    - a) If CalWORKs is approved, transfer the case to the designated continuing worker pending outcome of the Tribal TANF eligibility determination, or
    - b) If CalWORKs is denied, notify Tribal TANF of the denial.
  - ii. If Tribal TANF is approved by HVTC:
    - a) Discontinue CalWORKs, coordinating the termination with the effective date of Tribal TANF approval so there is no break in aid or supportive services; and
    - b) Continue Medi-Cal and CalFresh benefits; recalculate CalFresh and Medi-Cal benefits if necessary.
- d. For individuals choosing CalWORKs:
  - i. Contact the HVTC Tribal TANF office to:
    - a) Verify the individual is not currently receiving Tribal TANF; and
    - b) Determine any prior receipt of Tribal TANF (which would count toward the 60-month federal and state time clock).

B. HVTC Responsibilities:

1. Provide staff to coordinate CalWORKs discontinuance/Tribal TANF approval dates and to liaison with Humboldt County DHHS-SS and Tribal TANF offices to address grant amounts, Tribal TANF denials and other issues that arise.
2. Submit a list to Humboldt County DHHS-SS of monthly aid provided to Tribal TANF families paid in the previous month by the 15<sup>th</sup> of each month.
3. Coordinate with Humboldt County DHHS-SS the beginning date of Tribal TANF, allowing time for ten-day notice of discontinuance of CalWORKs.
4. New Tribal TANF Applicants:
  - a) If the family is Tribal TANF eligible, Tribal TANF will contact Humboldt County DHHS-SS to initiate the transfer of the case. If the family is not on CalWORKs, determine the time on CalWORKs if any, which would count toward the Tribal TANF 60-month clock.
  - b) If the applicant is not currently receiving CalFresh, send the applicant to the appropriate Humboldt County DHHS-SS office to apply for CalFresh.
  - c) If the applicant is not currently receiving Medi-Cal, send an application as provided by Humboldt County DHHS-SS and completed by the applicant, with all verification collected to Humboldt County DHHS-SS for processing. Humboldt County DHHS-SS will also be provided any information regarding benefit amounts provided as well as advance notice on future benefit changes.

## 6. BUDGET

- A. There is no compensation payable to either party in connection with this Agreement.
- B. HVTC is to be funded directly from federal and state resources for the provision of the Tribal TANF family assistance program and employment and supportive services.
- C. Humboldt County DHHS-SS shall incur no fiscal obligation for any assistance or services under the Tribal TANF program. The recovery or adjustment of any overpayment or duplicative assistance will be the responsibility of the party issuing the erroneous payment.
- D. This Agreement is contingent upon the availability of funds from which payment will be made.

## 7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.

- B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with either party's performance hereunder, including, without limitation, the costs associated with the administration of this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

## 8. CONFIDENTIAL INFORMATION

- A. Each party shall ensure that case record information is kept confidential in accordance with applicable law when it identifies an individual by name, address, or other information that identifies an individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
- B. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with all applicable laws and regulations.

## 9. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- B. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Notwithstanding anything to the contrary, nothing set forth herein shall be construed to require employment of unqualified persons.

- C. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

10. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

11. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU 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.

12. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

13. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

14. SEVERABILITY:

If any provision of this MOU, 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 MOU.

15. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU 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 MOU.

16. AMENDMENT:

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

17. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

18. DISPUTE RESOLUTION:

Each party hereto agrees to make their best effort to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If either party believes that a breach of this MOU has occurred, or is not satisfied that a dispute has been resolved, either party may request to meet and confer with the Humboldt County Administrative Officer and the other party.

19. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 8 – Confidential Information, and Section 27 – Indemnification shall survive the expiration or termination of this MOU.

20. CONFLICTING TERMS OR CONDITIONS:

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

21. INTERPRETATION:

This MOU, 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 (1) party on the basis that the other party prepared it.



22. INDEPENDENT CONSTRUCTION:

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

23. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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 MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their 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 MOU are hereby ratified.

25. COUNTERPART EXECUTION:

This MOU, 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 MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, 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 MOU and any amendments hereto.

26. NUCLEAR-FREE HUMBOLDT:

By executing this MOU, DCSS certifies that it is not a Nuclear Weapons Contractor, in that DCSS 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. DCSS agrees to notify DHHS immediately if it becomes a Nuclear Weapons Contractor as defined above. DHHS may immediately terminate this MOU if it determines that the foregoing certification is false or if DCCS subsequently becomes a Nuclear Weapons Contractor.

27. INDEMNIFICATION

The parties agree that they shall exonerate, indemnify, defend, and hold harmless each other, as well as their officers, agents, employees and volunteers, from and against any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which they may sustain or incur or which may be imposed upon them at any time for injury or death of persons, or damage to property, as a result of, arising out of, or in any manner connected with the performance or non-performance of the duties and obligations set forth in this Agreement, excepting any liability arising out

of the sole negligence or intentional conduct of one of the parties or one of their officers, agents, employees, or volunteers. Such indemnification includes any damage to the person(s) or property/ies of the parties, as well as third persons.

28. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

HVTC 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. HVTC waives its sovereign immunity and consents to suit as to “Covered Claims” as defined herein. HVTC’s governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit A – 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 HVTC has violated any provision of this Agreement or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement (“Covered Claims”). 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, the Northern District Court of California, and any appropriate appellate courts. HVTC 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 HVTC under the terms and conditions of this Agreement, not to exceed the total cost contemplated under this Agreement, and/or specific performance to compel enforcement of this Agreement. 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 Agreement remains in effect, and only as to claims arising during the effective period of this 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.

29. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the

execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

**HOOPA VALLEY TRIBAL COUNCIL – TRIBAL TANF PROGRAM**

BY \_\_\_\_\_  
Tribal Chair – Hoopa Valley Tribal Council

Date: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

BY \_\_\_\_\_  
Connie Beck – Director, Humboldt County Department  
of Health and Human Services

Date: \_\_\_\_\_

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

RESOLUTION NO:

DATE APPROVED:

**SUBJECT: A TRIBAL COUNCIL RESOLUTION TO APPROVE THE LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND HOOPA VALLEY TRIBAL COUNCIL RELATING TO THE TRANSFER OF CERTAIN SERVICES TO THE HOOPA VALLEY TRIBE'S TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)**

**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,** according to Article XI, Section 1 of the Tribe's Constitution, the Chairman presides over all meetings of the Tribal Council and of the Tribe's general membership, performs all duties of the Chairman, exercises any authority delegated to him/her by the Tribal Council, votes only in case of a tie, and has specific duties and responsibilities described in Hoopa Valley Tribal Code Title 18; and

**WHEREAS,** according to Article XI, Section 2 of the Tribe's Constitution, the Vice-Chairman assists the Chairman when called upon to do so, and in the absence of the Chairman, shall preside and when so presiding shall have all the rights, privileges and duties, as well as the responsibilities of the Chairman; and

**WHEREAS,** contingent upon the US Department of Health and Human Services (“HHS”) approval, the Humboldt County DHHS-SS will transfer the provision of Temporary Assistance to Needy Families (TANF) services to a tribal government in accordance with Public Law 104-193, as amended, Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542), as amended, and the Welfare and Institutions Code, Section 10553.25 as amended; and

**WHEREAS,** Humboldt County DHHS-SS and HVTC desire a smooth transfer of the provision of such TANF services; and

**WHEREAS,** the HVTC is providing a tribal family assistance program (hereinafter referred to as “Tribal TANF”) and has a TANF plan approved by HHS on July 1, 2004 and has negotiated with California Department of Social Services, herein after referred to as “CDSS,” a Memorandum of Understanding; 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 Memorandum of Understanding by and between the County of Humboldt, Department of Health and Human Services – Social Services, a political subdivision of the State of California, hereinafter referred to as “Humboldt County DHHS-SS,” and the Hoopa Valley Tribal Council, a federally recognized tribal entity, hereinafter referred to as “HVTC” 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 COUNTY that HVTC has violated any provision of this Agreement or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement (“Covered Claims”). 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, the Northern District Court of California, and any appropriate appellate courts. HVTC 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 HVTC under the terms and conditions of this Agreement, not to exceed the total cost contemplated under this Agreement, and/or specific performance to compel enforcement of this Agreement. 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 Agreement remains in effect, and only as to claims arising during the effective period of this 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 FINALLY 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.

**(Certification on Next Page)**

CERTIFICATION

I, the undersigned, as Vice Chairman of the Hoopa Valley Tribal Council, do hereby certify that the Hoopa Valley Tribal Council is composed of eight members of which \_\_\_ were present, constituting a quorum, at a regular meeting thereof, duly and regularly called, noticed, convened and held this \_\_\_ this day of \_\_\_\_\_, 2024; and that this resolution was adopted by a vote of \_\_\_ FOR and \_\_\_ AGAINST and \_\_\_ ABSTAIN, and that said resolution has not been rescinded or amended in any way.

Dated this \_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Everett Colegrove, Jr., Vice Chairman  
Hoopa Valley Tribal Council

ATTEST:

\_\_\_\_\_  
Amber Turner, Executive Secretary  
Hoopa Valley Tribal Council