

**AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND
WIYOT TRIBE REGARDING PROVISION OF LAW
ENFORCEMENT SERVICES IN THE EEL RIVER VALLEY**

THIS AGREEMENT made and entered into this 1st day of August 2022, by and between the County of Humboldt, through the Humboldt County Sheriff's Office ("SHERIFF"), and the Wiyot Tribe ("TRIBE"), collectively "the parties," is made upon the following considerations:

WHEREAS, TRIBE desires to procure law enforcement services for the Eel River Valley, including Tribal Land therein;

WHEREAS, SHERIFF desires to provide such law enforcement services to TRIBE.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Term and Termination.

Basic Term. This AGREEMENT shall take effect on August 1, 2022, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on June 30, 2023. Either party may terminate this AGREEMENT without cause upon sixty (60) days written notice, which notice shall take effect at the end of the sixty (60) day notice period. Compensation shall be prorated for the fiscal quarter in which the termination occurs.

Extended Term. The term of this AGREEMENT may be extended for successive periods of one (1) year if the governing bodies of the parties determine to so extend the term and provide one another with written notice of such renewal at least three (3) months prior to expiration. The extended terms shall be referred to as First Extended Term, Second Extended Term, etc.

2. Terms of Service.

The basic level of services to be provided by SHERIFF to TRIBE under this Agreement shall consist of ten (10) hours of coverage, four (4) days a week by a POST-certified sworn peace officer employed by the SHERIFF. The staffing level of personnel dedicated to service the Eel River Valley and the Wiyot Tribe pursuant to this AGREEMENT shall be one (1) Deputy Sheriff, working forty (40) hours per week in four (4) ten (10) hour shifts. The Deputy Sheriff shall work from 8:00 am through 6:00 pm, Monday through Thursday. In the event of specific crime trends or a need that would require further modification of the set schedule, SHERIFF agrees to meet and confer with TRIBE to consider temporary amendments or modifications to the set schedule. The assigned Deputy Sheriff will regularly check in with TRIBE at the Table Bluff Rancheria, including the tribal office and conduct random patrol checks of the Tribal Land and Tribal Residences in the Eel River

Valley. The Deputy shall always be in uniform and utilizing a marked Sheriff's patrol vehicle.

- a. In the event the Deputy assigned to TRIBE is unable to perform his/her duties due to long-term medical or disability issues, SHERIFF shall assign a suitable replacement until the assigned Deputy is cleared to return to full duty.
 - b. It is agreed the Deputy dedicated to TRIBE shall be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work. With the exception of long-term medical or disability issues discussed above, SHERIFF shall not be responsible or required to backfill another Deputy to cover for the assigned Deputy out on vacation, sick leave, or other approved or mandated time away from work. For the purpose of this AGREEMENT, long-term shall be considered more than eighty (80) hours of consecutively scheduled work hours. TRIBE shall provide access to an office space for the Deputy, which will include a desk and a telephone.
 - c. The assigned Deputy shall have a weekly check in either by phone or in person with the Tribal to discuss public safety issues on tribal land. If the Deputy will be absent, have court, training or late to work, he/she shall advise the Tribal Council office or designee by email as soon as possible in advance of the absence or delay in arrival.
 - d. The Sherriff's Operation Commander may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the TRIBE campus. When such situations occur, the Operations Commander shall advise the President of TRIBE or his/her designee of the staffing modifications as soon as practical. Any change in schedule shall be finalized and noticed five (5) days in advance of the change.
3. The law enforcement services to be provided by SHERIFF to TRIBE in the Eel River Valley are:
- a. Enforcement of state statutes;
 - b. Police protection of the type provided by the Sheriff; and
 - c. Maintain a regular visible uniformed presence throughout the Wiyot Tribal Land in the Eel River Valley.

SHERIFF shall not be required to assume any enforcement duty or function inconsistent with those performed by SHERIFF under County Ordinances and the statutes of the State of California.

4. The Sheriff shall give prompt consideration to all requests of the Tribal Council and Tribal Chairman regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with sound law enforcement practices and other provisions of this AGREEMENT. To facilitate the timely exchange of such information between TRIBE and the SHERIFF, the Parties hereto shall meet from time to time to discuss performance issues under this AGREEMENT and the attendees should include the Chairman of TRIBE or his/her designee and the Sheriff, Operations Commander, or Patrol Sergeant.
5. TRIBE shall have the right to discuss with SHERIFF issues of concern related to matters covered under this AGREEMENT. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of SHERIFF. SHERIFF shall, however, consider requests of TRIBE, which may relate to the performance of services under this AGREEMENT. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by SHERIFF shall be final and conclusive as between the parties.
6. SHERIFF shall provide the necessary supplies, training, equipment, services, and materials required for performing its duties under this AGREEMENT, including vehicle acquisition, maintenance, and fuel.
7. In performing the services under this AGREEMENT, the Deputy shall not be considered an employee of TRIBE and is not entitled to participate in any benefits that TRIBE provides to its own employees.
8. At the time of execution of this AGREEMENT, the charge to TRIBE for the services and functions to be performed by SHERIFF at the level of service agreed upon by TRIBE is one hundred sixty thousand dollars (\$160,000.00) annually.

The method used in arriving at the total cost charged to TRIBE is the application of the established actual personnel costs, and the indirect administrative, operational and equipment cost; based on the percentage of direct services to SHERIFF's overall operational budget.

9. TRIBE shall render to SHERIFF the amount of one hundred sixty thousand dollars (\$160,000.00), payable on a quarterly basis in the amount forty thousand dollars (\$40,000). SHERIFF shall, thirty (30) days prior to the payment due date, provide TRIBE an invoice which reflects the amount due for services rendered by SHERIFF under this AGREEMENT during the previous quarter. If such payment is not received by SHERIFF within thirty (30) days of the due date, SHERIFF shall be entitled to recover interest at a rate of seven (7%) percent annum and SHERIFF

may terminate this AGREEMENT immediately, and without any further notice take such steps as may be necessary to enforce payment.

10. Recomputation of Fee for Law Enforcement Services. If TRIBE and SHERIFF agree to extend the contract for an additional year or years, the total amount charged for services and functions to be performed by SHERIFF under this AGREEMENT shall be recomputed on or before June 1st for the following fiscal year, with the fiscal year defined as July 1st through June 30th. The re-computation calculation shall be determined by SHERIFF based upon estimated additional (or reduced) costs of providing law enforcement services pursuant to this AGREEMENT. The total contract amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to appeal by TRIBE. Staff representatives of SHERIFF and TRIBE are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies. At the request of either party, cost increases will be formally addressed at any time within the term of this AGREEMENT.

11. Indemnification.

A. Mutual Indemnification.

TRIBE shall hold harmless, defend and indemnify SHERIFF 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 negligent performance of, or 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 SHERIFF.

SHERIFF shall hold harmless, defend and indemnify TRIBE 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, SHERIFF's negligent performance of, or 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 TRIBE.

B. Effect of Insurance. Acceptance of the insurance required by this AGREEMENT shall not relieve the parties from liability under this provision. This provision shall apply to all claims for damages related to the parties' performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

12. **COMPLIANCE WITH NUCLEAR FREE ORDINANCE:** In recognition of the Humboldt County Nuclear Free Ordinance, TRIBE certifies by its signature below that it is not a nuclear weapons contractor, in that 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 Ordinance in Humboldt County, TRIBE agrees to notify the SHERIFF immediately if it becomes a nuclear weapons provider, as defined above. TRIBE acknowledges that, per the terms of the Humboldt County Nuclear Free Ordinance, the SHERIFF may immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if TRIBE becomes a nuclear weapons provider.
13. Notices. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

Sheriff

Office of the Sheriff
Humboldt County Sheriff
826 4th Street
Eureka, Ca. 95501

Wiyot Tribe

Tribal Council Office
1000 Wiyot Drive
Loleta, CA 95551

14. Insurance Requirements. This AGREEMENT shall not be executed by SHERIFF unless certificates of insurance or other sufficient proof that the following provisions have been complied with are filed with the Clerk of the Humboldt County Board of Supervisors.

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.

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.

Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

Sheriff: County of Humboldt
Risk Management
825 5th Street, Room 131

Wiyot Tribe: Tribal Council Office
1000 Wiyot Drive
Loleta, CA 95551

15. 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) below. TRIBE’s governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Attachment 1.
 - b. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:
 - i. Covered Claims. This waiver and consent only applies to claims by the parties hereto 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.
 - ii. Covered Claimants. This waiver and consent only applies to the parties to this AGREEMENT, and not to any other person, entity, including any commercial or governmental entity, or group.
 - iii. 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.
 - c. Remedies. This waiver and consent is specifically limited to specific performance to compel enforcement of this AGREEMENT.
16. The provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards, successors, assigns, and legal representatives.
17. This AGREEMENT contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect, and this AGREEMENT may only be amended by a writing signed by the parties.

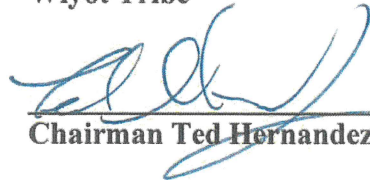
18. Counterpart Execution. This AGREEMENT, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this AGREEMENT, and any 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 AGREEMENT and any amendments hereto.

19. 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.

Humboldt County Sheriff's Office

Sheriff William Honsal

Wiyot Tribe



Chairman Ted Hernandez