



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C31

For the meeting of: June 5, 2018

Date: May 17, 2018
To: Board of Supervisors
From: William F. Honsal, Sheriff's Office
Subject: Deputization Agreement Between the Blue Lake Rancheria Tribe, the County of Humboldt, and the Sheriff of Humboldt County for the Deputization of Qualified Blue Lake Tribal Police Officers

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve Deputization Agreement Between The Blue Lake Rancheria Tribe, The County of Humboldt, and the Sheriff of Humboldt County (Attachment 1) for the Deputization of qualified Blue Lake Rancheria Tribal Police Officers in compliance with California Penal Code Sections 830.6 and 830.8; and
2. Authorize the Board of Supervisors Chair to sign three (3) original copies of the Deputization Agreement (Agreement) and all amendments, extensions or revisions to the document for the term of the Agreement; and
3. Authorize the Humboldt County Sheriff to sign three (3) original copies of the Deputization Agreement (Agreement) and all amendments, extensions or revisions to the document for the term of the Agreement and to distribute to all interested parties.

Prepared by Norma S Lorenzo, Deputy Director Admin

CAO Approval [Signature]

REVIEW: Auditor County Counsel NAD Human Resources Other

TYPE OF ITEM:
[X] Consent
Departmental
Public Hearing
Other

PREVIOUS ACTION/REFERRAL:
Board Order No.
Meeting of:

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson
Seconded by Supervisor Bass
Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/5/18

By: Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

General Fund

DISCUSSION:

The County of Humboldt, the Sheriff of Humboldt County and the Blue Lake Rancheria have utilized cooperative agreements between the County of Humboldt, the elected Sheriff and the Blue Lake Rancheria for the enhancement of public safety services within the boundaries of the Blue Lake Rancheria. These cooperative agreements have been valued by all parties in order to increase law enforcement resources on the Blue Lake Rancheria and to enhance appropriate enforcement of state laws pursuant to Public Law 280.

Because of the unique culture and history of the Blue Lake Rancheria, the geographic location of the Blue Lake Rancheria, and the structure of tribal and federal Indian laws within the exterior boundaries of the Blue Lake Rancheria, implementation of this agreement would greatly enhance law enforcement on the Rancheria.

Blue Lake Rancheria Tribal Council agrees to the terms of the agreement (Attachment 1) and Tribal Council resolution (Attachment 2), in compliance with California Penal Code Sections 830.6 and 830.8. Once approved by your Board, the Sheriff agrees to deputize qualified Blue Lake Tribal Police (BLTPD) officers who have successfully completed (1) a standardized background investigation acceptable to the Sheriff and (2) the Regular Basic Course (RBC) for peace officers prescribed by the California Commission on Peace Officer Standards and Training (POST). To maintain reserve deputy status, newly deputized BLTPD officers must pass the standard 720 hour formal Field Training Program with the Sheriff's Office. Upon successful completion of the Field Training Program, BLTPD officers will be recognized as solo beat officers with full reserve deputy status with the Sheriff's Office. The Tribe agrees that all deputized BLTPD 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 state law enforcement functions and duties.

FINANCIAL IMPACT:

During the term of the agreement, all costs associated with the fulfillment of the agreement will be covered by Blue Lake Rancheria. Personnel costs incurred by the Sheriff's Office or county staff for completion of background investigations, testing, making of travel and training arrangements, and completion of field training evaluations are paid by the proposed FY 2018-19 Sheriff's Operations budget unit 1100-221, and future General Fund allocation for salaries and benefits for existing county personnel. There will be no additional personnel added and no additional impact to the General Fund. Any out-of-pocket costs to the county for background investigations, pre-employment testing, training or other activities required for deputization will be reimbursed by Blue Lake Rancheria.

The Deputization Agreement authorizing the Humboldt County Sheriff to deputize qualified BLTPD officers meets the Board of Supervisors Strategic Plan by helping to build inter-jurisdictional and regional cooperation and to enforce laws and regulation that protect all residents of Humboldt County.

OTHER AGENCY INVOLVEMENT:

Blue Lake Rancheria Tribal Council

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors may choose not to approve the Deputization Agreement between County of Humboldt, the Humboldt County Sheriff and the Blue Lake Rancheria, however, this is not recommended. If not approved, the sole responsibility for law enforcement activities on the Blue Lake Rancher will fall to the Sheriff's Office, requiring additional County funded Deputies at the County's expense.

ATTACHMENTS:

- | | |
|--------------|---|
| Attachment 1 | Deputization Agreement Between the Blue Lake Rancheria, The County of Humboldt, and the Sheriff of Humboldt County for the Deputization of Qualified Blue Lake Tribal Police Officers |
| Attachment 2 | Resolution _____ Blue Lake Rancheria |

Attachment 1

Deputization Agreement Between The Hoopa Valley Tribe, The County of Humboldt,
and the Sheriff of Humboldt County for the Deputization of
Qualified Hoopa Valley Tribal Police Officers

**DEPUTIZATION AGREEMENT BETWEEN
THE BLUE LAKE RANCHERIA TRIBE AND THE COUNTY OF HUMBOLDT**

The Blue Lake Rancheria Tribe (hereinafter referred to as "Tribe"), a sovereign, federally-recognized Indian Tribe, the Blue Lake Tribal Police Chief, 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.

FINDINGS: The Tribe, County, and Sheriff find:

1. That the safety and health of persons residing on the Blue Lake Rancheria are enhanced by close cooperation and continuous communication between the Blue Lake Tribal Police Department and the Humboldt County Sheriff's Office; and
2. That the unique culture and history of the Tribe, the geographic location of the Blue Lake Rancheria, and the structure of Tribal and Federal Indian laws within the exterior boundaries of the Blue Lake Rancheria, means that having Deputized Blue Lake Rancheria Tribal Police Officers who are 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 on the Blue Lake Rancheria will enhance law enforcement services thereat; and
3. That, consistent with the important principles of Blue Lake Rancheria Tribal sovereignty and self-governance, it is the desire and the policy of the Tribe and the County, that the Tribe exercise authority, given by the Sheriff, over issues of public safety within the exterior boundaries of the Blue Lake Rancheria; and
4. The Sheriff's goal is to allocate law enforcement resources on the Blue Lake Rancheria in a manner which reflects the likelihood of crimes occurring at the hours and days determined by data obtained by the Sheriff; and
5. This Agreement is desired by both parties in order to enhance the enforcement of state laws pursuant to Public Law 280.

POLICIES

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

1. **HANDLING REQUESTS FOR LAW ENFORCEMENT SERVICES**

In order to expedite law enforcement services within the exterior boundaries of the Blue Lake Rancheria Indian Reservation, the parties hereto agree that requests for law enforcement services received by the County and the Sheriff's Office for those

locations within the exterior boundaries of the Blue Lake Rancheria 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 Dispatch Center to on-duty deputized Blue Lake Rancheria Tribal Police Officers. Unless otherwise directed by the Dispatch Center or the Blue Lake Rancheria Tribal Police Chief, all such requests will receive a response from the deputized Blue Lake Rancheria 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 has 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 Blue Lake Rancheria Tribal Police dispatch center requiring a criminal law enforcement response will be relayed to the Humboldt County Emergency Dispatch Center. All calls for service that require a criminal law enforcement response will be tracked through the Humboldt County Sheriff's Office Computer Aided Dispatch system. The on duty Sheriff's Office Watch Commander has the authority to deploy the deputized Blue Lake Rancheria Tribal Police Officers or the Deputy Sheriffs only to what the Watch Commander perceives as the highest priority law enforcement calls for service within the exterior boundaries of the Blue Lake Rancheria.

2. DEPUTIZATION

a. The Sheriff agrees, in compliance with California Penal Code Sections 830.6 and 830.8, to deputize qualified Blue Lake Rancheria Tribal Police Officers who have successfully completed (1) a standardized background investigation acceptable to the Sheriff and (2) the Regular Basic Course (RBC) for peace officers prescribed by the California Commission on Peace Officer Standards and Training (hereinafter "P.O.S.T."). To maintain reserve deputy status, newly deputized Blue Lake Rancheria Tribal Police Officers must pass the standard 720 hour formal Field Training Program with the Sheriff's Office, which will focus most of the Field Training in the Blue Lake and McKinleyville areas. Upon successful completion of the Field Training Program, Blue Lake Rancheria 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. Experienced Tribal Police Officers who have previously completed a California POST approved Field Training Program may, as determined by the Sheriff, undergo a modified "lateral" Field Training Program consisting of a minimum of 280 hours. The "lateral" Field Training Program will focus on familiarization with Sheriff's Office operations and orientation to geographical areas outside of the boundaries of the Blue Lake Rancheria.

b. The Blue Lake Rancheria Tribal Police Officers who have been certified as reserve deputies for 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 Blue Lake Rancheria Tribal Police Officer at any time. The Sheriff agrees to provide to the Blue Lake Rancheria Tribal Police Chief the reasons used to refuse or revoke deputization of an officer to the extent allowable under applicable law.

c. The Tribe agrees to require deputized Blue Lake Rancheria Tribal Police Officers to maintain the same in-service P.O.S.T. training requirements required of deputies employed with the Humboldt County Sheriff's Office. Failure of any Blue Lake Rancheria Tribal Police Officer to comply with the P.O.S.T. 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 Blue Lake Rancheria Tribal Human Resources Department in a timely manner.

d. The Tribe agrees that all deputized Blue Lake Rancheria 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 state law enforcement functions and duties.

e. The Tribe agrees that all deputized Blue Lake Rancheria Tribal Police Officers shall adhere to the Humboldt County Sheriff's Policy Manual 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 Blue Lake Rancheria Tribal Police.

f. Blue Lake Rancheria Tribal Police Officers who are deputized under this Agreement shall continue to be employed by the Tribe and are not employed by the County or 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.

3. 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 Blue Lake Rancheria 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 Blue Lake Rancheria 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, to the Tribe, within forty-eight (48) hours of the outcome and final disposition.

4. CULTURAL AND RACIAL DIVERSITY TRAINING

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

5. TRAINING

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 Blue Lake Rancheria Tribal Police Officers are required to attend a minimum of 24 hours of POST certified training every two (2) years.

The training manager with the Sheriff's Office will keep written records of Tribal Officer's 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.

6. EQUIPMENT

Deputized Tribal Police Officers shall be issued the same duty equipment issued by the Sheriff to Sheriff's Deputies. 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 Blue Lake Rancheria area that is useful in inquiries, investigations and law enforcement actions undertaken by the Tribe or the County. The Tribe and the County will, on 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.

7. UNIFORMS

The Tribal Police Officers shall normally adhere to the uniform standards as outlined in Sheriff's policy 1046. Deputized Tribal Officers standard uniform will be dark blue/black uniforms with one Tribal Police patch on the right shoulder and one

Sheriff's Office patch with a "Tribal Police" Rocker above the patch worn on the left shoulder, and a Reserve Deputy Sheriff badge. The Tribal police officers shall wear a bullet-proof vest while in uniform and conducting State law enforcement duties.

8. SCHEDULE

The Tribe 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 Blue Lake Rancheria Indian Reservation.

9. REPORTS

The Blue Lake Rancheria 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. Blue Lake Rancheria Tribal Police will write the reports to the standard of the Humboldt County Sheriff's Office. Blue Lake Rancheria Tribal Police department will document all of their State criminal investigations utilizing the Humboldt County Sheriff's Records Management System. The reports will be reviewed by the on duty Watch Commander. The Tribe shall contract with Humboldt County Office of Information Technology to install RMS 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.

10. EVIDENCE

The Blue Lake Rancheria Tribal Police shall have temporary evidence storage lockers at the Blue Lake Rancheria Tribal Police Department that meet the HCSO standard to maintain a secure chain of custody. All evidence items associated with a state criminal case will be packaged and secured according to the policy of the Sheriff. 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 Blue Lake Rancheria Tribal Police and transport it to the Sheriff's Office Main Station for storage.

11. RECORDS

The Tribe and the County will, 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.

12. LINES OF COMMUNICATION

a. Direct, timely communication between the Blue Lake Rancheria Tribal Police Chief and the Sheriff is vital to the success of this Agreement. The Blue Lake Rancheria 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.

b. The first week of every month, the Chief of the Blue Lake Rancheria Tribal Police or the Chief's designee and the Sheriff or the Sheriff's Designee will communicate the schedule for staffing coverage on the Blue Lake Rancheria Reservation.

13. INSURANCE

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.

14. OFF-RESERVATION INQUIRY

The Blue Lake Rancheria Tribal Police are authorized to conduct inquiries relative to civil or criminal investigations off the Blue Lake Rancheria Indian Reservation, in Humboldt County, after receiving approval from the on-duty supervisor or Watch Commander for the Sheriff's Office. A request for off-reservation inquiries will be made by contacting the on-duty supervisor or Watch Commander. Approval for this request will not be unreasonably withheld or delayed by the Sheriff. The Blue Lake Rancheria Tribal Police Officer will document the request, approval and the name of the supervisor/Watch Commander granting the request in the report.

15. 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 the Blue Lake Rancheria. In the

event of an emergency, while in hot pursuit of a perpetrator, or upon request from the Watch Commander, a deputized tribal officer is authorized to respond to requests for law enforcement services off the Blue Lake Rancheria.

16. CLETS

a. The Blue Lake Rancheria Tribal Police warrants that it has DOJ CLETS connection and terminal, with the ORI # CAD103900, but Tribal police officers do not have the capability to access CLETS when away from their station. Upon deputization and appropriate CLETS training, the Blue Lake Rancheria Tribal Police officers that are deputized will be authorized to receive data from the Sheriff's Office 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 Blue Lake Rancheria Tribal Police are allowed to meaningfully receive the information from these databases under the same or similar circumstances as the Sheriff's Office. Blue Lake Rancheria agrees to adhere to the strict security and privacy standards associated with DOJ CLETS access.

17. 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.

18. 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.

19. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY

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

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

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

1. Covered Claims. This waiver and consent only applies to claims by County/Sheriff that Tribe has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
2. Covered Claimants. This waiver and consent only applies to County/Sheriff, and not to any other person, entity, including any commercial or governmental entity, or group.
3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, appropriate state appellate courts, and the United States District Court for the Northern District of California. Tribe does not consent to suit in any other court.
4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by Tribe under the terms of this Agreement, and/or specific performance to compel enforcement of this Agreement. This waiver of immunity specifically does not allow for recovery of attorneys' fees associated with litigation of Covered Claims.
5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only as to claims arising during the effective period of this Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

20. 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.

21. 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 13 above, or the Federal Tort Claims Act, as described in Paragraph 18, 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 13 above, or the Federal Tort Claims Act, as described in Paragraph 18, 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.

22. TERM AND REVOCATION

a. This Agreement will be in full force and effect following execution hereof for a period of three (3) years unless 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.

23. 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: Blue Lake Rancheria Tribal Business Council
428 Chartin Road
Blue Lake CA 95525

24. 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.

25. 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.

26. 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.

27. 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.

28. GOOD FAITH

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

29. 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.

30. 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 Blue Lake Rancheria Tribal Business Council, Blue Lake Rancheria Tribal Police Department, the Humboldt County Board of Supervisors, and the Sheriff of Humboldt County as of the dates shown below.

Dated: 5/23/2018

Floyd Stokes
Chief of the Blue Lake Tribal Police

Dated: 5-25-18

Claudia Brundin
Claudia Brundin
Chairperson of the Blue Lake Rancheria
Tribal Business Council

Dated: 5/29/2018

W.F. Honsal
William F. Honsal,
Sheriff of Humboldt County

Dated: 6/5/18

Ryan Sundberg
Ryan Sundberg
Chairman of the Humboldt County Board of
Supervisors

Notwithstanding the aforementioned, "Hudson" may elect to cancel this policy at any time upon ninety (90) days' written notice to the "Named Assured", otherwise this policy automatically expires at the end of the "policy period".

- G. CURRENCY: The premium, "losses" and/or "expenses" under this policy are payable in United States currency.
- H. BANKRUPTCY AND INSOLVENCY: In the event of the bankruptcy or insolvency of the "Named Assured" or any entity comprising the "Named Assured", "Hudson" shall not be relieved of the payment of any claims hereunder because of such bankruptcy or insolvency. The Bankruptcy or insolvency of the "Assured", or any refusal or inability of the "Assured" to satisfy its obligation pursuant to this Policy will not reduce the "retained limit" as set forth on the Declarations nor will it require the Company to pay any amounts within the "retained limit".
- I. OTHER INSURANCE: If the "Assured" has other insurance providing coverage against "loss" and "expense" that is also covered by this policy, "Hudson" shall be liable, under the terms of this policy, only in excess of that coverage provided by such other insurance and no monies payable or collectible from such other insurance shall accrue to the "retained limit".
- J. ADDITIONAL ASSURED CLAUSE: The interest of any additional "Assured" with respect to liability covered hereunder is included as if a separate Insuring Agreement were attached hereto to the extent of their interest as of the date of loss subject to the limits of insurance set forth in this policy.
- K. LOSS PAYMENTS: When it has been determined by the "Service Organization" that "Hudson" is liable under this policy, "Hudson" shall thereafter promptly make payment(s) up to the applicable limit of insurance, as stated in Item 4. of the Declarations. The "Assured" will be responsible for reimbursement of the "retained limit" upon request from the "Service Organization". All adjusted claims shall be paid or made good to the "Assured" within thirty (30) days after the presentation to and acceptance by "Hudson" of satisfactory proof of interest and loss.
- L. APPEALS: In the event the "Assured" and "Hudson" are unable to agree as to the advisability of appealing a judgment, they may, as an alternative to arbitration (Condition S. -- Arbitration), appoint a disinterested attorney, mutually agreeable to "Hudson" and the "Assured", who shall be retained and directed to render a written opinion as to his recommendation concerning such appeal. Such written recommendation shall be binding on both the "Assured" and "Hudson".

Fees of such retained attorney shall be borne equally by both parties for the services of rendering his recommendation only. The "Assured's" portion of such fee shall not apply towards the "retained limit".
- M. LITIGATION PROCEEDINGS: No suit to recover under this policy shall be brought until ninety (90) days after the proof of loss shall have been furnished, nor at all unless commenced within twelve (12) months from the date upon which the "claim" is denied by "Hudson".
- N. SUBROGATION: "Hudson" shall be subrogated to all rights which the "Assured" may have against any person or other entity in respect to any "claim" or payment made under this policy and the "Assured" shall do everything necessary to secure these rights and do nothing to impair them. The "Assured" shall execute any papers required by "Hudson" and shall cooperate with "Hudson" to secure "Hudson's" rights. In the event of any reimbursement obtained or recovery made by the "Assured" or "Hudson" on account of any liability, "loss" and/or "expense" covered by this policy, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied in the following order:
 - 1. To the amount of "loss" and "expense" which exceeds the applicable limit of insurance of this policy;
 - 2. To reduce "Hudson's" liability, "loss" and "expense" until "Hudson" is fully reimbursed; and

3. To reduce the "Assured's" liability, "loss" and "expense".
- O. **WAIVER OF SUBROGATION:** This policy shall not be invalidated if the "Assured", by written agreement, has waived or shall waive its right of recovery from any party for "loss" and/or "expense" covered hereunder; provided that any such waiver is made prior to the happening of the "occurrence" giving rise to such "loss" and/or "expense".
- P. **ASSIGNMENT:** Assignment of interest under this policy by the "Assured" shall not bind "Hudson" unless and until "Hudson's" consent is endorsed hereon.
- Q. **CHANGES:** By acceptance of this policy, the "Assured" agrees that it embodies all agreements existing between the "Assured" and "Hudson" or any of their agents relating to this policy. None of the provisions, conditions or other terms of this policy shall be waived or altered except by endorsement; nor shall notice to any agent or knowledge possessed by any agent or by any other person be held to effect a waiver or change in any part of this policy.
- R. **FRAUDULENT CLAIMS:** If the "Assured" shall make any "claim" knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all "claims" hereunder shall be forfeited.
- S. **ARBITRATION:** All disputes which may arise between "Hudson" and the "Assured" out of or in relation to this policy (including disputes as to its validity, construction or enforceability), or for its breach, shall be finally settled by arbitration based, insofar as possible, upon the rules and procedures of the American Arbitration Association, by which "Hudson" and the "Assured" agree to be bound. In addition to the rules governing such arbitration, the parties shall have at their disposal the broadest pre-trial discovery rights as are then available under the laws and judicial rules of the jurisdiction in which the arbitration is to be held, provided that any dispute between the parties relating to discovery shall be submitted to the arbitration panel for resolution.

Unless the parties consent in writing to a lesser number, the arbitration panel shall consist of three (3) arbitrators, the first to be appointed by "Hudson", the second to be appointed by the "Assured" and the third by the two (2) arbitrators so appointed.

The arbitration proceedings shall take place in New York, NY, provided that the arbitration panel may, for the convenience of the parties and without changing the status of the arbitration proceeding, take evidence outside New York, NY.

The award of the arbitration panel may be, alternatively or cumulatively, for monetary damages, an order requiring the performance of the obligations under this policy, or any other appropriate order or remedy. The award shall assign all costs of the arbitration to one or both parties. Any award rendered in the arbitration is hereby agreed by "Hudson" and the "Assured" as being in full and final settlement of the dispute to which it relates.

- T. **GOVERNING LAW AND INTERPRETATION:** This policy shall be governed by and construed in accordance with the internal laws of the "Assured"; provided, however, that the provisions, stipulations, exclusions and conditions of this policy are to be construed in an evenhanded fashion as between the "Assured" and "Hudson"; without limitation, where the language of this policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions (without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the "Assured" or "Hudson" and without reference to parol evidence).
- U. **OFF-SET CLAUSE:** The "Assured" or "Hudson" may offset any balance(s) whether on account of premiums, commissions, claims or losses, loss adjustment expense, salvage or otherwise, due from one party to the other under this policy.

Attachment 2

Blue Lake Rancheria Tribal Council
Resolution

EXHIBIT A



**RESOLUTION
OF THE
BLUE LAKE RANCHERIA, CALIFORNIA
18-09**

- SUBJECT:** **RESOLUTION AUTHORIZING A LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY TO HUMBOLDT COUNTY FOR DEPUTIZATION AGREEMENT**
- WHEREAS:** The Blue Lake Rancheria, California is a federally recognized Indian Tribe as listed in the Federal Register, Vol. 834, No, 20, p. 4235, 4236 (Tuesday, January 30, 2018), as "Blue Lake Rancheria, California."
- WHEREAS:** The Blue Lake Rancheria Constitution has been approved by the Assistant Secretary of the Indian Affairs on March 22, 1989, and revised and approved by a vote of the tribal members on November 11, 1993, and by the Assistant Secretary of Indian Affairs on February 11, 1994, establishing the duly elected Business Council as the governing body of the Tribe; and
- WHEREAS:** The governing body of the Tribe is the Business Council ("Council"); and
- WHEREAS:** The Council under the Constitution of the Blue Lake Rancheria ("Tribe") has the authority to administer programs designed to meet the needs of American Indians residing on the Blue Lake Rancheria; and
- WHEREAS:** The Council under the Constitution of the Blue Lake Rancheria is responsible for the welfare, health and safety of the members of the Blue Lake Rancheria; and
- WHEREAS:** There is a need to ensure law and order on the Blue Lake Rancheria; and
- WHEREAS:** Both the Blue Lake Rancheria Tribe and the Humboldt County Sheriff desire to enter into a deputization agreement so that qualified Blue Lake Tribal Police Officers will be empowered to enforce California state laws pursuant to Public Law 280; and
- WHEREAS:** Paragraph 19 of the Deputization Agreement Between the Blue Lake Rancheria Tribe and the County of Humboldt stipulates that the Blue Lake Rancheria Tribe will provide the County with a Limited Waiver of Sovereign Immunity; and
- WHEREAS:** The Tribe wishes to do this by providing the County with a Limited Waiver of Sovereign Immunity as specified in Paragraph 19 of the aforementioned Deputization Agreement.
- WHEREAS:** The General Council of the Tribe, consisting of all voting members of the Tribe, has delegated authority to the Business Council to waive the Tribe's sovereign immunity;

NOW, THEREFORE, BE IT RESOLVED, the Blue Lake Tribal Business Council hereby adopts the provisions of Paragraph 19 of the Deputization Agreement Between the Blue Lake Rancheria Tribe and the County of Humboldt, as stated in the following **LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY**, to ensure law and order for all tribal members, residents and visitors to the Rancheria. It is the policy of the Tribe that all tribal members, Rancheria residents and visitors are entitled to security against harm.

LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY

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

- a. Limited Waiver and Consent to Suit. Tribe waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (b) (1) below.
- b. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:
 - 1. Covered Claims. This waiver and consent only applies to claims by County/Sheriff that Tribe has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
 - 2. Covered Claimants. This waiver and consent only applies to County/Sheriff, and not to any other person, entity, including any commercial or governmental entity, or group.
 - 3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, appropriate state appellate courts, and the United States District Court for the Northern District of California. Tribe does not consent to suit in any other court.
 - 4. Remedies. This waiver and consent is specifically limited to any award of monetary damages constituting a reimbursement of funds for obligations not performed by Tribe under the terms of this Agreement, and/or specific performance to compel enforcement of this Agreement. This waiver of immunity specifically does not allow for recovery of attorneys' fee associated with litigation of Covered Claims.
 - 5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only as to claims arising during the effective period of this Agreement, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

CERTIFICATION

As the Chairperson of the Blue Lake Rancheria Tribal Business Council for the Blue Lake Rancheria, California, I hereby certify that the Blue Lake Rancheria Tribal Business Council adopted this resolution at a duly called meeting with a quorum present by a vote of 5 for, 0 against, 0 Abstaining, and 0 absent on this 25th day of May 2018

Claudia Brundin
Claudia Brundin, Chairperson

May 25, 2018
Date of Approval

ATTEST:
Leslie Albright
Leslie Albright, Tribal Executive Secretary

May 25, 2018
Date of Approval