

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
YUROK TRIBE  
AND  
COUNTY OF HUMBOLDT  
FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This Memorandum of Agreement ("MOA"), entered into this 6 day of April 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Yurok Tribe, a federally-recognized sovereign nation, hereinafter referred to as "TRIBE," is made upon the following considerations:

WHEREAS, TRIBE and COUNTY mutually desire to plan, design and implement improvements to Bald Hills Road (RT# F4R300) and Lower Cappell Road (RT# 7Q302) that are located near or within the Yurok Reservation; and

WHEREAS, TRIBE and COUNTY mutually desire to enter into an agreement which sets forth each party's rights and responsibilities regarding implementation of needed improvements to Bald Hills Road and Lower Cappell Road.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants contained herein, the parties hereby agree as follows:

I. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

- A. Acquisition of Right-of-Way and Construction Easements. TRIBE will work with COUNTY to acquire any and all necessary right-of-way and construction easements prior to the construction of any road improvements.
- B. Preparation of Environmental Documentation. COUNTY will work with TRIBE to develop any necessary environmental documents in accordance with any and all applicable local, state, federal and tribal laws, regulations and standards, including, without limitation, the National Environmental Protection Act, the California Environmental Quality Act and the National Historic Preservation Act.
- C. Utility Relocation. COUNTY will be responsible for managing the relocation of any utilities out of the construction areas prior to construction of any road improvements.
- D. Preparation of Plans, Specifications and Cost Estimates. COUNTY and TRIBE will jointly prepare any and all necessary survey, design and right-of-way plats, construction plans and specifications and cost estimates regarding implementation of the agreed upon road improvements in accordance with the requirements set forth in project specific Task Orders issued pursuant to the terms and conditions of this MOA.
- E. Task Orders. In collaboration with COUNTY, TRIBE will issue project specific Task Orders which set forth the work items that COUNTY must complete in accordance with the overall goal and timeline of each specific road improvement project. Each project specific Task Order issued pursuant to the terms and conditions of this MOA shall describe the work to be performed, indicate the estimated date of completion and specify the agreed upon compensation.
- F. Project Coordination. TRIBE will coordinate each specific road improvement project with COUNTY and any other governmental agencies, as required.

- G. Document Review and Approval. COUNTY will review, and have approval responsibility for, any and all survey, design and environmental documents prepared pursuant to the terms and conditions of this MOA prior to the construction of any road improvements in order to ensure compliance with any and all applicable local, state and federal requirements. Work performed by employees of TRIBE in accordance with project specific Task Orders issued pursuant to the terms and conditions of this MOA that are determined to be mutually cooperative, such as surveying or engineering work, shall be reviewed and subject to change by employees of COUNTY who are appropriately licensed by the State of California in the subject fields.
- H. Utilization of Additional Resources. Nothing in this MOA shall be construed to preclude TRIBE or COUNTY from utilizing additional resources, including, without limitation, funding made available through the Indian Reservation Roads Program, to implements specific road improvement projects pursuant to the terms and conditions of Task Orders issued hereunder.
- I. Ownership and Maintenance Responsibilities. This MOA does not change any aspect of the parties' ownership or continuing maintenance responsibilities of Bald Hills Road or Lower Cappell Road located near or within the Yurok Reservation.

2. TERM:

This MOA shall begin upon execution by both parties and shall remain in full force and effect until September 30, 2022, unless sooner terminated as set forth herein.

3. TERMINATION:

- A. Termination for Cause. Either party may, in its sole discretion, terminate this MOA, if the other party fails to comply with the terms and conditions set forth herein, or violates any local, state, federal or tribal law, regulation or standard applicable to its performance hereunder, and such default continues unremedied for a period of thirty (30) days following the receipt of written notice thereof.
- B. Termination without Cause. Either party may terminate this MOA without cause upon thirty (30) days advance written notice which states the effective date of the Termination.
- C. Termination due to Insufficient Funding. TRIBE's financial obligations under this MOA are contingent upon the availability of local, state, federal and/or tribal funds. In the event such funding is reduced or eliminated, TRIBE shall, at its sole discretion, determine whether this MOA shall be terminated. TRIBE shall provide COUNTY seven (7) calendar days advance written notice of its intent to terminate this MOA due to insufficient funding.
- D. Compensation upon Termination. In the event this MOA is terminated, COUNTY shall be entitled to compensation for uncompensated work performed pursuant to the terms and conditions of project specific Task Orders issued hereunder through, and including, the effective date of such termination.

4. COMPENSATION:

The maximum amount payable by TRIBE for any and all work performed pursuant to the terms and conditions of this MOA, and the project specific Task Orders issued hereunder, is Nine Hundred Six Thousand Fifty-Eight Dollars (\$906,058.00). COUNTY agrees to perform all work required by any and all project specific Task Orders issued pursuant to the terms and conditions of this MOA for an amount not to exceed such maximum dollar amount. However, if local, state, federal or tribal funding



or allowance rates are reduced or eliminated, the parties may, by a mutually agreed upon amendment hereto, reduce the maximum amount payable hereunder or terminate this MOA as provided herein.

5. PAYMENT:

COUNTY shall submit to TRIBE progress reports and invoices which itemize any and all work performed as of the invoice date in accordance with the payment schedule set forth in each individual project specific Task Order issued pursuant to the terms and conditions of this MOA. All invoices submitted by COUNTY shall be in a format approved, and shall include backup documentation specified, by TRIBE. Payment for work performed pursuant to the terms and conditions of project specific Task Orders issued hereunder shall be made within thirty (30) calendar days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to terms and conditions of this MOA shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson, Public Works Director  
1106 Second Street  
Eureka, California 95501

TRIBE: Yurok Tribe Transportation  
Attention: Brandi Natt, Transportation Manager  
P.O. Box 1027  
Klamath, California 95548

7. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOA. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state, federal and tribal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

8. 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 at least three (3) years after the expiration or termination of this MOA, or as otherwise required by any and all applicable local, state, federal and tribal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of any and all issues arising therefrom.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents and other evidence relating to each party's performance hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the expiration or termination of this

MOA. Each party hereby agrees to make all such records, documents and other evidence available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records, documents or other evidence by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOA, including, without limitation, the costs of administering this MOA.

- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOA, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this MOA in accordance with any and all applicable local, state, federal and tribal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state, federal and tribal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOA may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOA embodying written assurances consistent with the requirements of any and all applicable local, state, federal and tribal confidentiality laws, regulations or standards.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOA, 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, federal or tribal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- B. 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 by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations (“C.F.R.”); and any other applicable local, state, federal or tribal 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 herein by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE FOR COMPLIANCE:

By executing this MOA, TRIBE certifies 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 Humboldt County Ordinance. TRIBE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOA if it determines that the foregoing certification is false or if TRIBE subsequently becomes a Nuclear Weapons Contractor.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall hold harmless and indemnify the other party 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, the 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 the other party or its agents, officers, officials, employees or volunteers. Neither party shall be responsible for defending the other party in court but shall reimburse the other party for actual invoiced costs associated with the defense.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOA shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOA shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

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TRIBE: Yurok Tribe Transportation  
Attention: Brandi Natt, Transportation Manager  
P.O. Box 1027  
Klamath, California 95548

AND

Yurok Tribe, Fiscal Department  
Attention: Steven Edmiston, Fiscal Director  
P.O. Box 1027  
Klamath, California 95548

14. RELATIONSHIP OF PARTIES:

It is understood that this MOA is by and between two (2) independent parties and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state, federal and tribal 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, federal and tribal licensure, certification and accreditation requirements 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.

16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

17. PROVISIONS REQUIRED BY LAW:

This MOA is subject to any and all additional local, state, federal and tribal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOA. This MOA shall be read and enforced as though all legally required provisions are included herein, and if any such provision is not



included, or incorrectly stated, the parties shall amend this MOA to make any and all necessary insertions or corrections.

18. SEVERABILITY:

If any provision of this MOA, 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 MOA.

19. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void and shall be cause for immediate termination of this MOA. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

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

21. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOA 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 MOA. In no event shall any payment by TRIBE constitute a waiver of any breach of this MOA which may then exist on the part of COUNTY.

22. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOA.

23. AMENDMENT:

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

24. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this MOA, the parties shall make every reasonable attempt to resolve the problem within thirty (30) calendar days after becoming aware of the dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the parties shall meet in person, at a mutually agreeable location in Humboldt County, within thirty (30) calendar days after receiving written notice of a dispute, unless otherwise agreed upon by the parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state, federal or tribal law, regulation or rule of court. Each party further

agrees that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

25. JURISDICTION AND VENUE:

This MOA shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

26. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

TRIBE 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. TRIBE waives its sovereign immunity and consents to suit as to "Covered Claims" as defined herein. TRIBE'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 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 TRIBE has violated this MOA or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this MOA ("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 and appropriate state appellate courts. TRIBE 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 for obligations not performed under the terms and conditions of this MOA and/or specific performance to compel enforcement of this MOA. 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 MOA remains in effect, and only as to claims arising during the effective period of this MOA, 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 therefrom, until the underlying legal issues have been fully resolved.

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27. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOA may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOA before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Public Works Director in accordance with the notice requirements set forth herein.

28. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this MOA.

29. CONFLICTING TERMS OR CONDITIONS:

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

30. INTERPRETATION:

This MOA, 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.

31. 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 MOA.

32. 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.

33. ENTIRE AGREEMENT:

This MOA 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 MOA shall be deemed to exist or to bind either of the parties hereto. In addition, this MOA shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOA are hereby ratified.

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34. COUNTERPART EXECUTION:


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

35. AUTHORITY TO EXECUTE:

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


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

YUROK TRIBE:

By:   
Joseph L. James, Chairman  
Yurok Tribal Council

Date: 2/5/21

COUNTY OF HUMBOLDT:

By:   
Virginia Bass, Chair  
Humboldt County Board of Supervisors

Date: 4/6/2021

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Kelly Barns (Apr 2, 2021 08:48 PDT)  
Risk Management

Date: 04/02/2021

**LIST OF EXHIBITS:**

Exhibit A – Resolution of Limited Waiver of Sovereign Immunity



# Exhibit A



# YUROK TRIBE

190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548



## RESOLUTION

of the

### YUROK TRIBAL COUNCIL

**RESOLUTION NO:** 20-137

**DATE APPROVED:** January 21, 2021

**SUBJECT:** Limited Waiver of Sovereign Immunity in Favor of Humboldt County for the Memorandum of Agreement regarding the Improvements to Bald Hills Road and Lower Cappell Road.

**WHEREAS:** The Yurok Tribe is a federally recognized Tribe,

**WHEREAS:** The Yurok Tribal Council is the governing body of the Yurok Tribe under the authority of the Yurok Constitution of 1993,

**WHEREAS:** The Yurok Tribe is eligible for all rights and privileges afforded to federally recognized Tribes,

**WHEREAS:** The Memorandum of Agreement between the Yurok Tribe and Humboldt County ("MOA"), which provides in Section 26 a limited waiver of the Tribe's sovereign immunity solely for "covered claims" as defined in the MOA; and

**WHEREAS:** The Yurok Tribe Supreme Ordinance only permits limited waivers and requires that "[i]n no case is there a waiver of sovereign immunity for monetary damages, interest damages, punitive damages, exemplary damages or attorney fees."

**NOW THEREFORE BE IT RESOLVED:** That Yurok Tribal Council, in accordance with applicable law and as stated in the MOA, does hereby grant a limited waiver of sovereign immunity in favor of Humboldt County solely for "covered claims" as defined in the MOA.

**BE IT FURTHER RESOLVED:** That the Chairperson is hereby authorized to execute the Agreement and any amendments or changes thereto.

**BE IT FURTHER RESOLVED:** That the Chairperson is hereby authorized to sign this Resolution 20-137 and to negotiate all matters pertaining hereto and that the Council Secretary is authorized to attest.



**C\*E\*R\*T\*I\*F\*I\*C\*A\*T\*I\*O\*N**

This is to certify that this Resolution Number 20-137 was approved at a duly called meeting of the Yurok Tribal Council on January 21, 2021 at which a quorum was present and that this Resolution Number 20-137 was adopted by a vote of 8 for and 0 opposed and 0 abstentions in accordance with Article IV, Section 5(j) of the Constitution of the Yurok Tribe. This Resolution Number 20-137 has not been rescinded or amended in any way.

DATED THIS 5 DAY OF FEB, 2021



Joseph L. James, Chairman

Yurok Tribal Council

ATTEST:



Sherri K. Provolt, Secretary

Yurok Tribal Council






# Memorandum of Agreement- County of Humboldt and Yurok Tribe (1)

Final Audit Report

2021-04-02

Created:	2021-04-02
By:	Katelyn Costa (kcosta@co.humboldt.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABA AWk9W_sjXDW6s16x3BKMTQUgjNwn76k7z

## "Memorandum of Agreement- County of Humboldt and Yurok Tribe (1)" History

-  Document created by Katelyn Costa (kcosta@co.humboldt.ca.us)  
2021-04-02 - 3:26:34 PM GMT - IP address: 216.102.9.150
-  Document emailed to Kelly Barns (kbarns@co.humboldt.ca.us) for signature  
2021-04-02 - 3:27:05 PM GMT
-  Email viewed by Kelly Barns (kbarns@co.humboldt.ca.us)  
2021-04-02 - 3:29:25 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Kelly Barns (kbarns@co.humboldt.ca.us)  
Signature Date: 2021-04-02 - 3:48:40 PM GMT - Time Source: server- IP address: 170.176.241.135
-  Agreement completed.  
2021-04-02 - 3:48:40 PM GMT