

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

RESOLUTION NO: 20-69

DATE APPROVED: July 16, 2020

SUBJECT: RESOLUTION OF THE HOOPA VALLEY TRIBAL COUNCIL TO APPROVE THE DEPUTIZATION AGREEMENT BETWEEN THE HOOPA VALLEY TRIBE AND THE COUNTY OF HUMBOLDT.

WHEREAS: The Hoopa Valley Tribe (the "Tribe") is a sovereign, federally recognized Indian Tribe recognized by the United States Secretary of Interior; and

WHEREAS: The Tribe adopted its Constitution and Bylaws of the Hoopa Valley Tribe, Hoopa Valley Indian Reservation ("Constitution") on June 20, 1972, which was subsequently accepted and approved by the Commissioner of Indian Affairs on August 18, 1972 and ratified by Congress on October 31, 1988; and

WHEREAS: Pursuant to its inherent authority and Article V of the Constitution, the Hoopa Valley Tribal Council ("Tribal Council") is the governing body of the Tribe, having all the legislative powers and responsibility of the Tribal Government; and

WHEREAS: The Tribal Council is empowered by Article IX, Sections (g), (k) and (l), to negotiate with the federal, state and local governments on behalf of the Tribe, to promulgate ordinances governing the conduct of Hoopa Valley Tribal members and other residents of the Hoopa Valley Indian Reservation, to safeguard and promote the peace, safety, morals, and general welfare of the Hoopa Valley Indians; and

WHEREAS: The Tribal Council has the inherent governmental authority to manage and protect the health, safety, and welfare of the Tribe and its members, and to address conduct relating to the same on all lands on or in proximity to the exterior boundary of its Reservation that may affect the Tribe and its members; and

WHEREAS: The unique culture and history of the Hoopa Valley Tribe, the remoteness, and the structure of Tribal and Federal Indian laws within the Hoopa Valley Indian Reservation make it difficult for the County of Humboldt to carry out their peace officer duties of enforcing applicable California State laws pursuant to Public Law 280; and

WHEREAS: That consistent with the important principles of Hoopa Tribal sovereignty and self-governance, it is the desire and the policy of the Tribe to exercise authority over issues of public safety within the exterior boundaries of the Hoopa Valley Indian Reservation; and

WHEREAS: The Tribal Council, in its capacity as the governing body and pursuant to its inherent and constitutional authority, determined that there is an immediate need to enter into a Deputization Agreement with the County of Humboldt; and

WHEREAS: That, consistent with the important principles of the inherent sovereignty and self-governance of the Tribe, it is the desire and the policy of the Tribe and the County of Humboldt, that the Tribe exercise authority to exercise law enforcement, including that given by the County of Humboldt Sheriff, over issues of public safety and state law enforcement within the exterior boundaries of the Hoopa Valley Indian Reservation; and

WHEREAS: The Tribe and the Sheriff are committed to the goal of ensuring that public safety is enhanced through deputization of Tribal Officers and to allocate law enforcement resources to the Hoopa Valley Indian Reservation in a manner which reflects, to the extent possible, the days and hours calls for service are the greatest; and

WHEREAS: This Deputization Agreement is desired by both the Tribe and the County of Humboldt in order to enhance the enforcement of state laws pursuant to Public Law 280 in order to provide for efficient, effective, and cooperative law enforcement efforts in the Hoopa Valley Indian Reservation; and

WHEREAS: That the Tribe and the County of Humboldt shall cooperate with each other to provide comprehensive and thorough law enforcement protection under the Deputization Agreement, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical assistance and other assistance, dispatching, and detention; and

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

WHEREAS: The Tribe agrees to a limited waiver of its sovereign immunity and consents to suit only for "Covered Claims," which are claims by the County/Sheriff that the Tribe has violated a provision of the Deputization Agreement and/or that seeks to resolve a dispute concerning the interpretation, implementation, or enforcement of the Deputization Agreement. This limited waiver does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract; and

WHEREAS: This limited waiver and consent only applies to the County/Sheriff and does not apply to any other person or entity, including any commercial or governmental entity or group, and only applies to the California State Courts in Humboldt County, appropriate state appellate courts, and the United States District Court for the Northern District of California. The Tribe does not consent to suit in any other court; and

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

WHEREAS: 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 the Deputization Agreement.

WHEREAS: As part of the Tribe's management and protection of the health, safety and welfare of the Tribe, its tribal members, and tribal community, the Tribe, through its Tribal Council, has determined it is in the best interest of the Tribe to enter into a Deputization Agreement with the County of Humboldt in order to protect the health, safety and welfare of the Tribe and its members to address conduct relating to the same on all lands on or in proximity to the exterior boundary of its Reservation that may affect the Tribe and its members.

NOW THEREFORE, BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE HOOPA VALLEY INDIAN TRIBE: That the Hoopa Valley Tribal Council, at a duly called meeting with a quorum present, does hereby authorize and approve the Deputization Agreement Between the Hoopa Valley Tribe and the County of Humboldt.

BE IT FURTHER RESOLVED: That the Tribe agrees to a limited waiver of its sovereign immunity and consents to suit only for "Covered Claims," which is only for "Covered Claimants" in "Covered Courts" for limited remedies during the effective period, pursuant to Section 23 of the Deputization Agreement.

BE IT FINALLY RESOLVED: That the Tribal Council does hereby authorize and approve the Chairman, or in his absence, the Vice-Chairman to execute any and all documents as may be necessary and appropriate to carry out the terms, conditions and intent of this Resolution.

[CERTIFICATION ON NEXT PAGE]

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CERTIFICATION

I, THE UNDERSIGNED, AS Chairman of the Hoopa Valley Tribal Council, do hereby certify that the Hoopa Valley Tribal Council is composed of eight members, of which seven (7) were present, constituting a quorum at a Regular Meeting thereof; duly and regularly, called, noticed, convened, and held this 16th day of July 2020; and that this Resolution was duly adopted by a vote of five (5) in favor with zero (0) opposed and one (1) abstaining, and that said Resolution has not been rescinded or amended in any way.

DATED THIS SIXTEENTH DAY OF JULY 2020.



Byron Nelson, Jr., Chairman
Hoopa Valley Tribal Council

ATTEST:



Amber Turner, Executive Secretary
Hoopa Valley Tribal Council