

## **DEPUTIZATION AGREEMENT BETWEEN THE YUOK TRIBE AND THE COUNTY OF HUMBOLDT**

The Yurok Tribe (hereinafter referred to as "Tribe"), a sovereign, federally-recognized Indian Tribe, and 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 Yurok Reservation are enhanced by close cooperation and continuous communication between the Yurok Tribal Department of Public Safety and the Humboldt County Sheriff's Office; and
2. That the unique culture and history of the Tribe, the geographic remoteness of the Yurok Reservation, and the structure of Tribal and Federal Indian laws within the exterior boundaries of the Yurok Reservation, means that having Deputized Yurok 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 Yurok Reservation within the County of Humboldt will enhance law enforcement services thereat; and
3. That, consistent with the important principles of Yurok 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 Yurok Reservation; and
4. The Sheriff's goal is to allocate law enforcement resources on the Yurok Reservation within the County of Humboldt in a manner which reflects the likelihood of crimes occurring at the hours and days informed by the experiences of the Sheriff and by regular communication between the Sheriff and the Yurok Chief of Police; and
5. This Agreement is desired by both parties in order to enhance the enforcement of state laws pursuant to Public Law 280; and
6. This Agreement shall supersede, in its entirety, the Agreement of the same title that went into effect on December 14, 2010, as amended August 1, 2011

### **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 Yurok 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 Yurok Reservation inside the County of Humboldt 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 the on-duty deputized Yurok Tribal Police Officer. Unless otherwise directed by the Dispatch Center, all such requests will receive a response from the deputized Yurok 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 Yurok 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 Yurok 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 Yurok Reservation.

**2. DEPUTIZATION**

a. The Sheriff agrees, in compliance with California Penal Code Sections 830.6 and 830.8, to deputize qualified Yurok 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 Yurok 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 Willow Creek / Hoopa, Orleans, Weitchpec area. Upon successful completion of the Field Training Program, the Yurok 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 Yurok Reservation.

b. The Yurok 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 Yurok Tribal Police Officer at any time. The Sheriff agrees to provide to the Yurok Police Chief the reasons used to refuse or revoke deputization of an officer to the extent allowable under applicable law. The deputization agreement with the Sheriff is only valid within the exterior Boundaries of the Yurok within the County of Humboldt, except pursuant to paragraphs 14 and 15, below. The Peace officer powers authorized by the Sheriff do not extend into the County of Del Norte.

c. The Tribe agrees to require deputized Yurok 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 Yurok 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 Yurok Tribal Human Resources Department in a timely manner.

d. The Tribe agrees that all deputized Yurok 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 within Humboldt County.

e. The Tribe agrees that all deputized Yurok 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 Yurok Tribal Police.

f. Yurok 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 Yurok 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 Yurok

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, within forty-eight (48) hours, of the outcome and final disposition. Any such information exchange pursuant to the terms of this Agreement will remain confidential pursuant to California Evidence Code Sections 1043 and 1045.

**4. CULTURAL AND RACIAL DIVERSITY TRAINING**

Humboldt County Deputy Sheriffs will, upon assignment to duties on the Yurok 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 Yurok Tribal Police to emphasize the Yurok Tribe's 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 Yurok 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 Yurok reservation 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 over the left shoulder, and a seven-point star that identifies the officer as Yurok Tribal Police.

**8. SCHEDULE**

The Yurok Chief of Police 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 Yurok Reservation.

**9. REPORTS**

The Yurok 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. Yurok Tribal Police will write the reports to the standard of the Humboldt County Sheriff's Office. Yurok 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 Yurok Tribal Police shall have temporary evidence storage lockers at the Yurok 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 Yurok 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 Yurok Tribal Police Chief and the Sheriff is vital to the success of this Agreement. The Yurok 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 Yurok Tribal Police or the Chief's designee and the Sheriff or the Sheriff's Designee will communicate the schedule for staffing coverage on the Yurok 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 Yurok Tribal Police are authorized to conduct inquiries relative to civil or criminal investigations off the Yurok 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 Yurok 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 Humboldt County and the Yurok Reservation. 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 Yurok Reservation in Humboldt County.

**16. CLETS**

a. Upon deputization and appropriate CLETS training, the Yurok 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 Yurok Tribal Police are allowed to meaningfully receive the information from these databases under the same or similar circumstances as the Sheriff's Office. The Yurok Tribe agrees to adhere to the strict security and privacy standards associated with DOJ CLETS access.

b. Upon approval by the California Department of Justice authorizing Tribal Police access to CLETS, the Sheriff, as the CLETS County Control Agent, agrees to assist the Yurok Tribal Police in obtaining their own criminal information systems access and equipment. The Yurok Tribal Police will be responsible for infrastructure and access fees.

**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 specific performance to compel enforcement of this Agreement. This waiver of immunity specifically does not allow for recovery of attorneys' fees by either party 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.

## 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 until 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: Yurok Tribal Council  
P.O. Box 1027  
Klamath, CA 95548

With a cc to: Yurok Office of the Tribal Attorney  
PO Box 1027  
Klamath, CA 95548

**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 Yurok Tribal Council, Yurok Tribal Police Department, the Humboldt County Board of Supervisors, and the Sheriff of Humboldt County as of the dates shown below.

Dated: 8/23/18

  
ROBERT KANE JR.  
Interim Chief of the Yurok Tribal Police


Dated: 8/24/18

  
THOMAS P. O'ROURKE SR.  
Chairman of the Yurok Tribal Council

Dated: 9/11/2018

  
WILLIAM F. HONSAL  
Sheriff of Humboldt County

Dated: 9/11/2018

  
RYAN SUNDBERG  
Chairman of the Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Analyst

Date: 9/11/18

Exhibit A  
Yurok Tribal Council Resolution and Limited Waiver of Sovereign Immunity

[To be provided by Tribe]