

The relationship between the United States and the Native American people has gone from abuse to neglect. Humboldt County has attempted to move from that relationship of neglect to a relationship of collaboration and communication with the tribes in Humboldt County.

In an attempt to develop a relationship of collaboration and communication the District Attorney's Office and the tribes created the District Attorney Tribal Roundtable. (Attachment A.) The Roundtable provides for monthly meetings between the Humboldt County District Attorney and/or district attorney representatives and tribal representatives. These meetings provide an opportunity for the Tribes and the District Attorney to discuss issues associated with public safety on tribal property, tribal sovereignty and develop plans for addressing those issues. This has enabled the Tribes and the District Attorney to work to support and empower tribal governments and their courts from enforcement of tribal court or tribal government exclusion orders to working to develop a pre-filing diversion program for low level misdemeanor offenses that take place on tribal property wherein those offenders are diverted to the tribal court for consequences. If they comply with tribal court orders no criminal case is filed.

In addition to the Roundtable, the Humboldt County Sheriff developed a Memorandum of Understanding (Attachment B, hereinafter referred to as MOU.) wherein the Sheriff cross-deputizes tribal police officers which allows them to work collaboratively with the Sheriff's department in working to enforce criminal laws on tribal property. This MOU and the relationship that the tribes and the Humboldt County Sheriff have been able to foster as a result of it, has enabled tribal law enforcement officers to get access to CLETS in Humboldt unlike most other tribal law enforcement agencies throughout California. This allows the tribes to maintain their sovereignty while working with the sheriff and local law enforcement to address law enforcement issues on tribal property and provide for officer safety for tribal law enforcement officers.

Despite Humboldt County's and the Tribes' efforts to work collaboratively to provide for public safety on tribal property the absence of resources limits what can be done to provide for public safety on tribal property. Public Law 280 gave responsibility for enforcement of criminal laws on tribal property to the State of California. However, it did not give the State the resources that went along with that delegation of responsibility.

The enforcement of the criminal laws on tribal property is a responsibility that the State has whether it has the resources to enforce those laws or not. Neither California, the County of Humboldt or the tribes have the resources to adequately provide for public safety on tribal property without adequate funding from the federal government. Humboldt County and the Tribes have developed a means to address law and justice issues on tribal property. However, what is missing are the resources to meaningfully make the collaboration and communication that exists between the Tribes and the County translate into increased public safety and accountability for offenders on tribal property. If the federal government provided resources to California and/or Humboldt County for the enforcement of California's criminal laws on tribal

property (a fair request since California's assumption of this responsibility results in the federal government not having to expend resources enforcing criminal law on tribal property in California) Humboldt County and the Tribes would be able to improve both public safety and the quality of life on tribal property. Receipt of funds could be tied to systems that improve communication and collaboration such as the development of District Attorney Tribal Roundtables and MOU's with local sheriffs that provide for collaboration, cooperation and information sharing, including the ability to access CLETS, while maintaining the sovereignty of those tribes. They could also provide for the creation of partnerships with tribal courts for pre-filing and post-filing of diversion of low level misdemeanor offenses on tribal property to more robust, creative partnerships that recognize the power and the sovereignty of the tribes and their courts over people and conduct within their tribal lands and create agreements of shared jurisdiction over a larger share of criminal conduct that takes place on tribal lands.

ATTACHMENT A

Humboldt County District Attorney & Tribal Governments Roundtable

*Comprised of Humboldt County District Attorney, Humboldt County D.A. Victim Witness,
California Attorney General's Office,
California Emergency Management Agency, and Center for Indian Law & Economic Justice, Inc.
&
Bear River Band of Rohnerville Rancheria, Big Lagoon Rancheria, Blue Lake Rancheria, Hoopa Valley Tribe,
Karuk Tribe, Trinidad Rancheria, Wiyot Tribe, and the Yurok Tribe.*

In Appreciation of Your Commitment

*The Humboldt County District Attorney and Local Tribal Governments
respectfully thanks you for your support and presence at the formal adoption and signing of the
Memorandum of Understanding.*

*This Memorandum of Understanding evidences the willingness and commitment of the signers
to work towards mutual goals and foster stronger communication between the Humboldt County
District Attorney's Office and Tribal Governments.*

Humboldt County District Attorney & Tribal Governments Roundtable Memorandum of Understanding

Formal Adoption

June 17, 2009



Hoopa Tribe



Trinidad Rancheria



Karuk Tribe



Blue Lake Rancheria



Big Lagoon Rancheria



Hoopa Valley Tribe



Wiyot Tribe



Yurok Tribe

Humboldt County District Attorney and Tribal Governments Roundtable Memorandum of Understanding

This Memorandum of Understanding (MOU) evidences the willingness and commitment of the signers to work toward mutual goals and foster stronger communication between the Humboldt County District Attorney's Office and Tribal Governments.

Mission

The mission of the Humboldt County District Attorney and Tribal Governments' Roundtable is to create and increase communications between sovereign Tribal Governments and the Humboldt County District Attorney's Office. The Roundtable fosters education of our mutual constituencies to meet our needs by multi-level training, in-services and presentations. The Roundtable is committed to ensuring a mechanism is emplaced to address concerns or issues between our entities.

Purpose and Scope

The Humboldt County District Attorney's Office and the sovereign Tribal Governments are forming a collaboration to address the mutual needs of our entities as we serve our constituents. Each participating organization is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU, except shared expenses as agreed to by members.

Responsibilities

Each signing entity will appoint a person to serve as the official contact and coordinate the activities of each entity in carrying out this MOU. All parties will work together on public education efforts, and will attend a monthly meeting.

Terms of Understanding

The term of this Memorandum of Understanding is for a period of five years from the effective date of this agreement, and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure that it is fulfilling its purpose and to make any necessary revisions.

Authorization

On behalf of the entity I represent, I wish to sign this Memorandum of Understanding and contribute to its further development.

Paul V. Gallegos, District Attorney
County of Humboldt

Joyce Moser, Program Coordinator
District Attorney Victim Witness

Leonard Bowman, Chairperson,
Bear River Band of Rohnerville Rancheria

Virgil Moorhead, Chairperson
Big Lagoon Rancheria

Claudia Brundin, Chairperson
Blue Lake Rancheria

Clifford L. Marshall, Chairperson
Hoopa Valley Tribe

Arch Super, Chairperson
Karuk Tribe

Garth Sundberg, Chairperson
Trinidad Rancheria

Gail L. Green, Chairperson
Wiyot Tribe

Maria Tripp, Chairperson
Yurok Tribe

Sally Hencken, Chief
Victim Services Division
California Emergency Management Agency

Olin Jones, Director
Office of Native American Affairs,
California Attorney General

Keith Taylor, Executive Director
Center for Indian Law & Economic Justice, Inc.

ATTACHMENT B

**DEPUTIZATION AGREEMENT BETWEEN
THE HOOPA VALLEY TRIBE AND THE COUNTY OF HUMBOLDT**

The Hoopa Valley 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 the "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 Hoopa Valley Indian Reservation are enhanced by close cooperation and continuous communication between the Hoopa Valley Tribal Police and the Sheriff's Office; and,
2. That the unique culture and history of the Tribe, the geographic remoteness of the Hoopa Valley Indian Reservation, and the structure of Tribal and Federal Indian laws within the exterior boundaries of the Hoopa Valley Indian Reservation, means that having Deputized Hoopa Valley Tribal Members (or non-members with an understanding of Tribe's culture and history) assisting the Humboldt County Sheriff's Office with its obligations pursuant to Public Law 280 on the Hoopa Valley Indian Reservation will enhance law enforcement services thereat; and.
3. That, consistent with the important principles of Hoopa Tribal sovereignty and self-governance, it is the desire and the policy of the Tribe and the County, that the Tribe exercise authority over issues of public safety within the exterior boundaries of the Hoopa Valley Indian Reservation; and
4. Subject to budget constraints, the Sheriff's goal is to allocate law enforcement resources on the Hoopa Valley Indian Reservation in a manner which reflects the likelihood of crimes occurring at the hours and days disclosed by experiences 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 and the County in concurrence with the Sheriff mutually agree to implement and abide by the following policies:

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

In order to expedite law enforcement services within the exterior boundaries of the Hoopa Valley Indian Reservation, the parties hereto agree that requests for law enforcement services received by the County and the Humboldt County Sheriff's Office for those locations within the exterior boundaries of the Hoopa Valley Indian Reservation shall be handled as follows:

- a. Those requests that require immediate response due to the emergency nature of the call for service shall be relayed by means of radio or telephonic communication to the on-duty deputized Hoopa Valley Tribal Police Officer or the Hoopa Valley Tribal Police Office. The Humboldt County Sheriff's office shall, as time allows notify the Hoopa Valley Tribal Police Office when a call for service has been relayed directly to an on-duty deputized Hoopa Valley Tribal Police Officer.
- b. Requests of a non-emergency nature may be relayed by means of radio or telephonic communication to the Hoopa Valley Tribal Police Office.
- c. All requests will receive a response from the Hoopa Valley Tribal Police Office, 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 the nature of the inability to respond.

2. DEPUTIZATION

- a. The Sheriff agrees, in compliance with California Penal Code Sections 830.6 and 830.8, to deputize qualified Hoopa Tribal Police Officers who have successfully completed a standard background investigation acceptable to the Sheriff, and the training course for deputy sheriff officers prescribed by the California Commission on Peace Officer Standards and Training (hereinafter "P.O.S.T.") or an equivalent federal training course recognized by P.O.S.T. as equivalent to P.O.S.T. requirements. Said deputization will not be unreasonably delayed.
- b. The Sheriff can withdraw deputization of any Hoopa Valley Tribal Police Officer at any time.
- c. The Tribe agrees to require deputized Hoopa Valley Tribal Police Officers to maintain the same in-service P.O.S.T. training requirements as Humboldt County Deputy Sheriffs. This already occurs in regards to range and defensive tactics Failure of any Hoopa Valley Tribal Police Officers to so comply will result in revocation of his/ her deputization. Proof of annual training will be forwarded to the Sheriff in a timely manner.

3. CITIZEN COMPLAINTS

The Tribe agrees to notify the Sheriff, in writing, within forty-eight (48) hours, of any citizen complaint made and/or any administrative personnel investigation initiated by the Tribe or the Hoopa Valley Tribal Police Chief against a deputized officer enforcing state law. 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. At the conclusion of the personnel investigation, the Sheriff will be notified, in writing, within forty-eight (48) hours, of the outcome and final disposition.

4. CULTURAL AND RACIAL DIVERSITY TRAINING

Whenever practical, based upon budget constraints, Humboldt County Deputy Sheriffs will, before assignment to duties on the Hoopa Valley Indian Reservation, complete a course of training in cultural and racial diversity substantially similar to that required by California State Penal Code § 13519.4 emphasizing Hoopa Tribal Culture.

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.

6. EQUIPMENT

The Tribe and the County will submit to each other an inventory of their current equipment, available in the Hoopa 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. REPORTS

The Hoopa Valley Tribal Police and the Sheriff agree to comply with each other's deadlines regarding timely submission of investigation, arrest and other reports so as long as deputization remains in effect.

8. 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.

9. LINES OF COMMUNICATION

a. Direct, timely communication between the Hoopa Tribal Police Chief and the Sheriff or the Sheriff's designee (the "Sheriff's Designee") is vital to the success of this Agreement. The Hoopa Valley Tribal Police Chief and the Sheriff or the Sheriff's Designee will communicate directly with each other at least once each month to avoid communication problems in going through bureaucratic channels.

Chief and Sheriff or Sheriff's Designee communications will be a high response priority.

b. There will be a communication during the first week of each month, between the Chief of the Hoopa Valley Tribal Police and the Sheriff or the Sheriff's Designee to communicate the schedule for staffing coverage.

10. 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.

11. OFF-RESERVATION INQUIRY

The Hoopa Valley Tribal Police are authorized to conduct inquiries relative to civil or criminal investigations off the Hoopa Valley Indian Reservation, in Humboldt County, after receiving approval from the on-duty supervisor or watch commander of 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 Hoopa Valley Tribal Police Officer will document the request, approval and the name of the supervisor/watch commander granting the request in the report.

12. LIMITATION OF GRANT AUTHORITY

The Tribe and County mutually agree that any authority granted under this Agreement is applicable only to law enforcement activity occurring within the geographical boundaries of Humboldt County and the Hoopa Valley Indian Reservation.

13. CLETS

a. Upon deputization and appropriate CLETS training, the Hoopa Valley Tribal Police, will be authorized to receive data from 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 Hoopa Tribal Police are allowed to meaningfully receive the information from these databases under the same or similar circumstances as the Sheriff's Department.

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 Hoopa Valley Tribal Police in obtaining their own criminal information systems access and equipment. The Hoopa Valley Tribal Police will be responsible for infrastructure and access fees.

14. 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.

15. SOVEREIGN IMMUNITY

This Agreement is not intended nor will it be so interpreted to be a waiver of sovereign immunity of the Tribe, or their employees, officials and agents. Nothing in this Agreement subjects or limits the sovereign rights of the Tribe.

16. EX PARTE YOUNG DOCTRINE

Both parties agree the doctrine of Ex Parte Young, 209 U.S. 123 is applicable to this Agreement. The doctrine of Ex Parte Young generally allows suits against an official for prospective relief (such as injunctive or declaratory relief), but claims for retrospective relief (such as damages) are not permitted. The government entity may not be named as a defendant and only an individual officer in his/her official capacity may be sued for injunctive or declaratory relief. That individual officer must have a direct connection with the law or action a plaintiff is requesting injunctive or declaratory relief under. Where an obligation of this Agreement is that of the "the Tribe," the Tribal Chairman will generally have the requisite direct connection with the action contemplated.

17. CIVIL REMEDY

Title 28 U.S.C. sec. 2671 et seq. and 25 CFR sec. 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 on claims against the United States. The FTCA provides immunity from common law tort claims against tribal entities and individuals and has been expanded to cover activities such as providing law enforcement services under 25 U.S.C.A. § 2802. Any claims against Tribal employees while acting within the scope of their office or employment must be brought in accordance with the procedures of the FTCA. 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 and at the County's expense.

18. DISPUTES

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. Any dispute between the Tribe and the County relating to this Agreement not resolved by way of mediation will be brought in the United States District Court Northern District of California. By agreeing to this venue, the Tribe does not waive its sovereign immunity, or its right to raise sovereign immunity as a defense.

19. TERM

a. This Agreement will be in full force and effect for the tenure of the current Sheriff following execution hereof. This Agreement will be automatically renewed if the current Sheriff is re-elected, absent an express, written revocation by either the Tribe, or the County or the Sheriff, delivered via certified mail thirty (30) days before the Agreement is set to expire.

b. In the event the current Sheriff is not re-elected, this Agreement will be renewed for a period of ninety (90) days only, provided that the Sheriff elect consents in writing to said ninety (90) day renewal.

c. During the term of this Agreement the Tribe, or the County and the Sheriff will have the authority to revoke this Agreement. Any notice of intent to revoke under Section 20(b) of 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 frame both parties agree to meet and confer to discuss the issues surrounding the revocation in an attempt to resolve the issue.

20. 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: Hoopa Valley Tribal Council
P.O. Box 1348
Hoopa, Ca 95546

21. WAIVER

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, will not be construed as thereafter waiving any such terms and conditions, but the same will continue and will remain in full force and effect as if no such forbearance or waiver has occurred.

22. SEVERABILITY

If any provision(s), or portion(s) thereof, in this Agreement is/are found to be invalid, the remaining provisions not invalidated will remain unaffected thereby.

23. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement, other than as set forth in Section 20(b) hereof, will be binding only if placed in writing and signed by each party or an authorized representative of each party, and attached hereto as if it was part of the original Agreement.

24. 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.

25. GOOD FAITH

Throughout the term of this Agreement, the parties agree to exercise good faith and to observe the covenants herein. The County and Tribe also agree to comply with all applicable laws.

26. 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. This Agreement will be construed pursuant to applicable Federal, State and Hoopa Valley Tribal laws.

27. 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 Hoopa Valley Tribal Council, Hoopa Tribal Police Department, the Humboldt County Board of Supervisors, and the Sheriff of Humboldt County as of the dates shown below.

Dated: _____

Robert Kane,
Chief of the Hoopa Valley Tribal Police

Dated: _____

Leonard Masten, Jr.
Chairman of the Hoopa Valley Tribal
Council

Dated: _____

MICHAEL T. DOWNEY,
Sheriff of Humboldt County

Dated: _____

CLIFF CLENDENEN,
Chairman of the Humboldt County Board of
Supervisors

Exhibit A

Hoopa Tribal Council Resolution

[To be provided by Tribe]

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