

**MEMORANDUM OF UNDERSTANDING BETWEEN THE YUOK TRIBE,  
DEL NORTE COUNTY AND THE SHERIFF OF DEL NORTE COUNTY**

The Yurok Tribe, a sovereign, federally recognized Indian Tribe (hereinafter, “Tribe”), the County of Del Norte, a political subdivision of the State of California (hereinafter “County”), and the Sheriff of Del Norte County (hereinafter “Sheriff”) enter into this Memorandum of Understanding (“MOU”).

**FINDINGS**

The Tribe, County and Sheriff find:

- A. That the health, safety and welfare of persons residing within the exterior boundaries of, and visitors to, the tribe’s reservation will be enhanced by close cooperation and continuous communication between the Yurok Tribe Department of Public Safety and the Del Norte County Sheriff’s Office.
  
- B. That’s the unique culture and history of the Tribe, the geographic expanse of Del Norte County, state budgetary constraints, and imposition of both Tribal and Federal Indian laws within the exterior boundaries of the Tribe’s Reservation, create barriers to the ability of Del Norte County Deputy Sheriffs to carry out their duties on the Tribe’s Reservation; and
  
- C. That, consistent with Tribal sovereignty and self- governance, it is the desire and policy of the Tribe and County that the Tribe exercise authority over issues of public safety within the exterior boundaries of the Tribe’s Reservation.

**POLICIES**

In light of the findings herein stated, the Tribe and the County, and with the concurrence of the Sheriff, mutually agree to implement and abide by the following policies:

**1. Cross Deputation/P.O.S.T. Certification**

**A. Cross Deputation**

In compliance with California Penal Code Sections 830.6 and 830.8, the Sheriff agrees to deputize qualified Yurok Tribe Department of Public Safety Officers who have successfully completed (1) a California Commission on Peace Officer Standards and Training (hereinafter P.O.S.T.) standard background investigation reasonably acceptable to the Sheriff, (2) the training course for deputy sheriffs

prescribed by P.O.S.T., or an equivalent federal or state law enforcement training course recognized by P.O.S.T.; and (3) successful completion of a P.O.S.T.-approved field training program. Upon deputization, Yurok Tribe Department of Public Safety Officers will be vested with the full powers of a California Peace Officer and will be considered “Designated Level 1 Reserve Deputies” (California peace officers with authority 24-hours-per-day, Seven-days-per-week, 365-days per year).

**B. Cost Of Background Investigation and Training of Tribal Peace Officers.**

The costs of a P.O.S.T. standard background investigation and required training for YTPS officers will be the Tribe’s responsibility unless otherwise agreed by the Parties. Upon completion of a course in Tribal Law and history, the Chief of the Yurok Tribe Department of Public Safety will, as appropriate, deputize County Deputy Sheriffs, allowing enforcement of tribal law within the Reservation.

**C. Continuing Training**

The Tribe agrees, at the Tribe’s expense (unless otherwise agreed by the Parties), to require cross-deputized Yurok Tribe Department of Public Safety Officers to maintain the same in-service P.O.S.T. training requirements as County Deputy Sheriffs. Failure of any Yurok Tribe Department of Public Safety Officer to so comply will result in the revocation of his/her individual cross-deputation. Proof of annual (or other appropriate time period) training must be forwarded to the Sheriff in a timely manner.

**D. Ongoing Training**

Sheriff agrees to apply all hours served by Yurok Tribe Department of Public Safety Officers in the employ of the Yurok Tribe Department of Public Safety to reserve duty credit, and, consistent with P.O.S.T. training, to preserve Yurok Tribe Department of Public Safety Officers’ certification as both *Level I Designated Reserve Deputies* and Yurok Tribe Department of Public Safety Officers; provided, however, that Yurok Tribe Department of Public Safety Officers will be considered employees of the Tribe while performing services for the Yurok Tribe Department of Public Safety.

**E. Program Administrative Costs**

To facilitate cross-deputation; and foster a cooperative working relationship between the Yurok Tribe Department of Public Safety, the Sheriff and the County, agree to waive the fees associated with the ongoing administration and implementation of this MOU. In exchange, The Tribe will pay for the training and salary of one full-time dispatcher who will assist the current dispatch staff and augment the current level of staffing in the Sheriff’s call center. The Yurok Tribe Tribal Employment Rights Ordinance (TERO) shall apply to the hiring of this position, in addition to County personnel policies.

## **2. Citizen Complaints**

- A.** The Tribe agrees to notify the Sheriff, in addition to personal contact as soon as reasonably practicable, in writing, no later than ninety-six (96) hours of any citizen complaint made and/or administrative personnel investigation initiated by either the Tribe or Yurok Tribe Department of Public Safety against a cross-deputized Yurok Tribe Department of Public Safety Officer.
- B.** The Tribe agrees to apprise the Sheriff of the nature of the complaint; the names and addresses of all complainants and witnesses; and what action is being undertaken. Once any personnel investigation has been concluded, the Yurok Tribe Department of Public Safety will, within ninety-six (96) hours of closing out the investigation, notify the Sheriff, in writing, of the outcome and final disposition. Any such information exchange pursuant to the terms of this MOU will remain confidential pursuant to Cal. State Evidence Code §§ 1043 and 1045, as applicable.
- C.** The Sheriff will notify the Yurok Tribe Department of Public Safety Chief, in addition to personal contact as soon as reasonably practicable, in writing, within ninety-six (96) hours of any citizen complaint made and/or any administrative personnel investigation initiated by the County or the Sheriff against a cross-deputized Yurok Tribe Department of Public Safety officer.
- D.** The Sheriff and Yurok Tribe Department of Public Safety Chief will work cooperatively to address any citizen complaint made and/or administrative personnel investigation initiated against a Yurok Tribe Department of Public Safety Officer; provided, however, that the Sheriff may provide written disciplinary recommendations to the Yurok Tribe Department of Public Safety Chief. Such recommendations may be considered by the Yurok Tribe Public Safety Chief in the final disposition of the complaint or investigation which, in any event, shall be implemented at the sole discretion of the YTPS Chief and pursuant to Yurok Tribal Law and Policy.

## **3. Roles and Responsibilities**

### **A. Search Warrants.**

Cross deputized Yurok Tribe Department of Public Safety Officers will be authorized to apply for, and execute, search warrants within the exterior boundaries of the Yurok Reservation pursuant to the same policies and procedures currently required of all County Deputy Sheriffs.

### **B. Arrest Warrants.**

Cross deputized Yurok Tribe Department of Public Safety Officers will be authorized to apply for, and execute, arrest warrants within the exterior boundaries of the Yurok

Reservation pursuant to the same policies and procedures currently required of all County Deputy Sheriffs.

**C. Detention/Jailing**

Yurok Tribe Department of Public Safety Officers have the power to detain individuals who disturb public order on the Reservation and, if necessary, to escort them off the Reservation; provided that any individual so escorted off the Reservation will be left in circumstances under which he or she does not pose a danger to self or others. Nothing within this MOU shall be construed to either waive, or otherwise diminish, any inherent right of the Tribe to exclude individuals from the Reservation pursuant to Tribal law.

Where the jurisdiction to try and punish an offender lies with the State or Federal government, Yurok Tribe Department of Public Safety Officers may exercise their authority to follow Sheriff's policies on cite and release, or detain and arrest the offender and promptly deliver up any such offender. The Sheriff agrees to immediately respond to requests by the Yurok Tribe Department of Public Safety to deliver offenders to the Sheriff. County agrees that the Yurok Tribe Department of Public Safety and its cross-deputized Officers may deliver offenders for confinement in the County jail for alleged violations of California State criminal law. County will be responsible for prisoners including, custody, care, treatment, services, leave privileges, and food. Once the offender is in the custody of the Sheriff, the Sheriff will assume full jurisdiction of the prisoner and shall have such discretion in the handling or release of the prisoner as is reserved to him/her by State law.

**D. Booking Fees**

The Tribe agrees to pay booking fees at the rate of \$61.87 per prisoner only when the suspect is arrested in a Tribal facility or on Tribal trust land.

**E. Dispatch Fees**

To facilitate cross-deputation and to foster a cooperative working relationship between the Yurok Tribe Department of Public Safety, the Sheriff and the County agree to waive the Dispatch fees. In exchange, The Tribe will pay for the training and salary of one full-time dispatcher who will assist the current dispatch staff and augment the current level of staffing in the Sheriff's call center provided the hiring of said dispatcher shall be in compliance with the Yurok Tribe TERO as well as County personnel policies.

**F. Emergency vehicles**

Yurok Tribe Department of Public Safety vehicles are deemed to be "emergency vehicles" within the meaning of Section 30 of the California State Vehicle Code so long as they are used in the performance of official police services. The Tribal vehicles must comply with California State standards for emergency vehicles, and in

particular those standards pertaining to markings and emergency lights.

#### **G. Field Training**

The Sheriff agrees to provide up to fourteen (14) weeks of field training, under the supervision of an appropriate Field Training Officer (FTO), to Tribal Police Officers, consistent with P.O.S.T. requirements. The Sheriff and the Tribe will confer, in good faith, regarding the number of shifts of field training required for an individual officer proposed by the Tribe to be cross deputized by the Sheriff, taking into account the prior experience of each individual officer.

Upon agreement of the Tribe and Sheriff, field training of Tribal Police officers may be split between field training with the Sheriff's Department and the Tribal Police Department, as appropriate. The Yurok Tribe agrees to pay to the County a one-time fee of \$5,000.00 to cover administrative expenses related to this training. No other monies shall be required of the Tribe in conjunction with this aspect of this agreement. For purposes of this MOU, "field training" does not include joint exercises or operations between the Sheriff and the Tribal Police Department unless specifically agreed upon by the Sheriff and the Yurok Public Safety Department Chief.

#### **4. Public Service Project**

Subject to the availability of staff, the Tribe and Sheriff will jointly plan and execute a public service project designed to acquaint residents of the County, including business owners and juveniles, with the duties of law enforcement officers, crime prevention techniques, civil rights, and whatever additional information is deemed useful in helping make the County, including the Tribe's Reservation, a safe and healthy place to reside, attend school, be employed, and visit. In designing a public service project, the Tribe and Sheriff will seek the advice and input of Tribal members.

#### **5. Statistical Analysis and Annual Narrative Report**

On an annual basis, the Tribe and County will acquire data, analyze statistics, and jointly draft a narrative report to be submitted to the Tribal Council and Board of Supervisors, the content of which will be made public. The statistical analysis and narrative report will focus on identifying primary law enforcement problems, and should propose common-sense solutions, readily subject to quantification.

#### **6. Cultural and Racial Diversity Training**

Absent budgetary constraints, and prior to assignments to duty on the Reservation, County Deputy Sheriffs will complete a course in training in cultural and racial diversity, emphasizing Yurok Tribal culture, substantially similar to that required under California

Penal Code § 13519.4. This course will be staffed and presented by the Yurok Tribe or, in the alternative, by persons certified by the Yurok Tribe to offer training on Yurok Tribal culture.

**7. Training**

The Tribe and County agree to offer law enforcement training, external and internal, and make printed and electronic training material accessible to cross-deputized personnel. Except as provided in subparagraph 3(G) above, the Tribe and County will each bear the cost of training their respective personnel, to meet P.O.S.T. minimum training requirements.

**8. Reports**

Tribal Police Officers and County Deputy Sheriffs agree to comply with each other's deadlines regarding timely submission of arrest, investigation, and other reports for as long as cross-deputation remains in effect.

**9. Staffing**

During the effective period of this MOU, the Sheriff's Office will, subject to budgetary constraints and sufficient funding allocation by the County Board of Supervisors, make a good faith effort to allocate law enforcement resources to the Reservation consistent with statistical studies.

**10. Records**

Subject to applicable confidentiality and privacy prohibitions, the California Public Records Act, and Freedom of Information Act, the Yurok Department of Public Safety and Sheriff's Office will allow access to, and disclosure of, law enforcement records in their possession and control for use in identifying, investigating, apprehending, and prosecuting individuals or companies reasonably believed to have violated criminal laws of the Tribe, the County, the State of California, or the United States.

**11. Lines of Communication**

Direct and timely communication between the Yurok Tribe Public Safety Chief and the Sheriff is vital to the success of this MOU. As such, the Tribal Police Chief and Sheriff will communicate directly at least once each month for the purpose of discussing general law enforcement matters, specific cases, and other issues related to this MOU, as necessary.

**12. Primary Task**

Pursuant to the authority delegated by the Tribal Council, the primary task of the Tribal Police is to protect the Tribe's property, patrons, members, and residents of the Reservation, whether Native American or not. Consistent with carrying out this task, the Tribal Police will assist and or initiate general law enforcement, investigations, misdemeanor and felony arrests, and prisoner transportation insofar as is feasible under the circumstances. As an example, Tribal Police will potentially be first responders and have responsibility for initial response/investigation into domestic violence calls. Tribal Police will assist the Sheriff with homicide investigations; however, the Sheriff will maintain primary responsibility for investigation and response to any such incidents. The Tribe hereby agrees that the Tribal Police will cooperate, consistent with this MOU, with the Del Norte County Drug Task Force.

**13. Insurance and Indemnification**

Each party will maintain insurance that is the equivalent to Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$5,000,000 per occurrence that provides coverage for police professional liability and/or personal injury insurance to cover any injuries and/or death resulting from officers acting within the course and scope of their employment. This insurance will extend to the actions of Tribal reserve officers and actions pursuant to mutual aid agreements.

Each party will ensure that an insurance certificate is issued for their policy, which will contain, or be endorsed to cover the other party, is officers, employees and agents, as additional insured for liability arising out of the operations performed by, or on behalf of, the respective party. The coverage will contain no special limitations on the scope of protection afforded to the other party, its officers, agents, and employees. The insurance certificates shall further provide that the insurance shall not be cancelled nor coverage thereunder modified in the absence of 30 (thirty) written notice to the other party.

Each party will defend, indemnify, and hold the other harmless for any lawsuits or other legal action related to performance of law enforcement duties by the indemnifying agency's personnel, whether performed independently or at the request of the other party. Both parties will allow the other to have a say in the appointment of counsel in any indemnification action.

**14. Off-Reservation Inquiry**

The Tribal Police will be authorized to conduct inquiries relative to criminal investigations off the Reservation, in Del Norte County, after making notification to the on-duty supervisor or watch commander of the Sheriff's Office. The Tribal Police Officer

will document the notification in a report, including the name of the supervisor or watch commander notified.

**15. Limitation of Mutual Aid**

The Tribe and County agree that any mutual aid authorized under this MOU is applicable only to law enforcement activity occurring within the exterior boundaries of Del Norte County and the Yurok Indian Reservation and to such extent that law enforcement coverage will remain available to all areas therein at all times notwithstanding emergency situations which may from time to time arise necessitating the utilization of all law enforcement resources available to either the Tribe or County.

**16. Criminal Information Systems**

Subject to approval by the California Law Enforcement Telecommunications Systems (CLETS) Board, the Tribal Police will be authorized to access criminal information databases, CLETS, and other computerized information systems. Upon approval of CLETS access, the County Sheriff's Office will assist the Tribal Police Department in obtaining their own criminal information systems access and equipment.

**17. Sovereign Immunity**

**A. Waiver as to County**

The Tribe agrees to a limited waiver of sovereign immunity as applies with respect to enforcement of the Tribe's obligations to the County of Del Norte under this MOU subject to subsections (B) and (C) of this section and section 19 below.

**B. Waiver as to Tort Claimants**

To the extent that any alleged tort claim is not covered pursuant to the Federal Tort Claims Act, the Tribe agrees to waive its sovereign immunity in favor of the individuals alleging injury or damage as a result of the tortious conduct of Tribal Law Enforcement activities; provided, however, that no claims for damages in excess of the amount and nature of, which are within the coverage and limits of the Tribe's insurance policy as described in this MOU are contemplated or authorized by this limited waiver of sovereign immunity. Except as expressly described herein, policies of insurance obtained by the Tribe and purchased pursuant to this section will prohibit the insurer from asserting a defense of sovereign immunity to claims made under the policy.

**C. Limitations on Waiver of Sovereign Immunity**

No other waiver of sovereign immunity will be deemed granted, either expressly or impliedly, under this MOU. Except as described herein, this waiver will not be deemed to run in favor of any third party, nor shall this MOU be deemed to be a



third-party beneficiary contract of any kind except as to those specific governmental agencies and tort claimants provided for herein. In no event will any award of damages be granted or enforceable as against the assets of the Tribe. The Tribal Council will execute a formal Resolution of Limited Waiver of Sovereign Immunity consistent with this Section (17) and in substantially-identical form as attached hereto as Exhibit C.

**D. Immunities**

All immunities enjoyed by County Deputy Sheriffs under state or federal law will inure to the benefit of Tribal law enforcement officers when acting under terms of this MOU.

**E. Submission of Items in Dispute**

Subject to the provisions of this Section 17 and Section 19 of this MOU, the County and the Tribe mutually agreed to submit all disputes arising out of, or related to, this MOU to dispute resolution in accordance with Section 19, "Disputes", and agree to waive any jurisdictional immunities each party might otherwise enjoy or be entitled to assert.

**18. Recruiting Tribal Members**

To the extent permitted by law, the County Sheriff's Office agrees to consider qualified Tribal members as candidates for County Sheriff's Deputies positions.

**19. Dispute Resolution**

Should issues arise regarding interpretation and/or execution of the MOU arise between the Tribe and the County, a mediator will be consulted to assist in resolving the issue. The mediator will be chosen based on input from representatives of the Tribe and the County. Any dispute between the Tribe and the County arising hereunder or relating to this MOU not resolved by way of mediation will be resolved by way of binding arbitration.

- A.** The county agrees to submit all disputes arising pursuant to this MOU to binding arbitration, and agrees to waive any jurisdictional immunities it might otherwise enjoy or be entitled to assert which might prevent an arbitrator from hearing or deciding, or a court from enforcing, an arbitration award or order.
- B.** The County consents to be sued in any of the following: the Superior Court of California in Del Norte County; the California Court of Appeals for the First District; the California Supreme Court; The United States District Court for the Northern District of California; the United States Court of Appeals for the Ninth Circuit; and the United States Supreme Court ("Forum Courts"). The parties agree that suit may

be brought in any of the Forum Courts for the purpose of compelling compliance with the provisions of this MOU by injunctive relief, specific performance, compelling arbitration, enforcing any arbitration award or judgment arising out of this MOU.

- C. The Tribe and County prefer to have disputes resolved by arbitration as provided in this Section 19. Only to the extent that arbitration does not provide an effective remedy, the parties agree that disputes arising out of the provisions of this MOU will first be presented to the Forum Courts as hereinafter provided.

**D. Meet and Confer Process**

In the event the County or Tribe believes that the other has committed a possible violation of this MOU, it may request, in writing, that the parties meet and confer in good faith for the purpose of attempting to reach a mutually-satisfactory resolution of the problem within fifteen (15) days of the date of service of said request; provided, that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed directly to arbitration as provided in Section 19(H) below.

**E. Notice of Disagreement**

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other, identifying and describing any alleged violation of this MOU (“Notice of Disagreement”), with particularity, if available, and setting forth the action required to remedy the alleged violation.

**F. Response to Notice of Disagreement**

Within fifteen (15) business days of service of a Notice of Disagreement, the recipient must provide a written response either denying or admitting the allegation(s) set forth in the Notice of Disagreement. If the truth of the allegations are admitted, the recipient must set forth, in detail, the steps it has taken and/or will take to cure the violations. Failure to serve a timely response will entitle the complaining party to proceed directly to arbitration, as provided in Section 19(H).

**G. Threats to Public Safety**

If the County or the Tribe reasonably believes that in violation of this MOU the other’s conduct has caused, or will cause, a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this section, the complaining party may proceed directly to the Arbitration Procedures set out in Section 19(H) of this MOU, without reference to the “Meet and Confer” or “Notice of Disagreement” processes set forth in Section 19(D)-(F) and seek immediate equitable relief. At least twenty-four (24) hours before proceeding in this manner, the complaining party shall provide to the other a written request for correction and notice of intent to exercise its rights under this Section 19(G), setting

forth the factual and/or legal basis for its reasonable belief that there is a present or imminent threat to public health or safety.

#### **H. Binding Arbitration Process**

Subject to prior compliance with the Meet and Confer process set forth in Section 19(D), and the Notice and Response process set forth in Sections 19(E) and (F), and except as provided in Section 19(G), either party has the right to initiate binding arbitration to resolve any dispute arising under this MOU. The arbitration shall be conducted in accordance with the following procedures:

- i) The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.
- ii) The arbitration will be held in Klamath, California, unless otherwise agreed. The arbitrator will be empowered to grant compensatory, equitable, and declaratory relief. The provisions of California Code of Civil Procedure § 1283.05 are incorporated into, and made part of, this MOU; provided, however, that no discovery authorized by said section may be conducted without leave of the arbitrator, who will decide to grant leave based on the need of the requesting party and the burden of such discovery and light of the nature and complexity of the dispute.
- iii) If either party requests an oral hearing, the arbitrator will set the matter for hearing. Otherwise, the arbitrator will decide whether to set the matter for hearing.
- iv) The resulting award will be issued in writing and set forth the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Costs and expenses of the American Arbitration Association and the arbitrator will be shared equally by the Parties.

#### **v) Limitation of Actions**

The Tribe's waiver of immunity from suit is specifically limited to the following actions and judicial remedies:

##### **a) Damages**

Enforcement of an award of money and/or damages by arbitration; provided that the arbitrator(s) and/or court lack authority and jurisdiction to order execution against any assets of the Tribe except the proceeds of an insurance policy purchased pursuant to Section 13 and/or a bond of \$100,000 that will be made available in order to cover damages, and arbitration costs should the insurance policy purchased by the Tribe pursuant to Section 13 in any way lapse. In no instance will enforcement of any kind be allowed against any

assets of the tribe not specified in this section.

**b) Consents and Approvals**

The enforcement of a determination by an arbitrator that either party's consent and/or approval has been unreasonably withheld contrary to the terms of this MOU.

**c) Injunctive Relief and Specific Performance**

an action that prohibits any party ("non-performing party") from taking any action that would prevent the other party ("performing party") from performing any duty or obligation pursuant to the terms of this MOU, or that requires any non-performing party to specifically perform any obligation under this MOU (other than an obligation to pay money provided for in subsection (a) above may be judicially initiated.

**(d) Action to Compel Arbitration**

An action to compel arbitration pursuant to Section 19 maybe judicially initiated.

**(e) Action to Preserve the Status Quo During Disputes**

An action to preserve the status quo during disputes pursuant to Section 19 maybe judicially initiated.

**20. Term**

- A. This MOU will remain in full force and effect for five (5) years from the Date of Execution; or the date on which written notice from the Tribe to the County that the Tribe has hired at least four Tribal Police Officers, whichever is later. Absent an express, written revocation by either the Tribal Council or the County Board of Supervisors and Sheriff, and delivered via certified mail thirty (30) days before the revocation is to be effective, this MOU will be automatically renewed for up to five (5) identical periods.
- B. The tribe will maintain insurance coverage described in Section 13 for two years following termination of this MOU for tort claims arising under the terms of this MOU, or any extension thereof.
- C. The Tribal Council or County Board of Supervisors and Sheriff may revoke this MOU at any time by delivering an express, written revocation, delivered via certified mail, thirty (30) days before the revocation is to be effective.

**21. Good Faith**

Throughout the term of this MOU, the parties agree to exercise good faith and observe the covenants herein. The Sheriff's Office and Tribal Police also agree to comply with all laws applicable to the Tribe and County respectively.