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Jan-28-03 1:44PM;

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JOINT POWER AGREEMENT
BETWEEN
THE HOOPA VALLEY TRIBE
AND
The County of Humboldt

FROM: MATTZ

TO:

916 624 3670

FEB 21, 1995

10:19AM

P.01

JOINT POWERS AGREEMENT**BETWEEN****THE HOOPA VALLEY TRIBE****AND****THE COUNTY OF HUMBOLDT**

The Hoopa Valley Tribe, a sovereign, federally recognized Indian Tribe, and the County of Humboldt, a political subdivision of the State of California, enter into this binding Joint Powers Agreement on this 30th day of May, 1995.

Findings

The Tribe and the County find:

1. That the safety and health of persons resident on the Hoopa Valley Indian Reservation are enhanced by close cooperation and continuous communication between the Hoopa Valley Tribal Police and the Humboldt County Sheriff's Office;
2. That the unique culture and history of the Hoopa Valley Tribe, the geographic remoteness of the Hoopa Valley Indian Reservation, and a structure of Tribal and federal Indian laws at times make it exceptionally difficult for Humboldt County deputy sheriffs to carry out their peace officer duties enforcing state law on the Hoopa Valley Indian Reservation;
3. That, consistent with 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 respecting the protection of persons and property on the Hoopa Valley Indian Reservation; and,
4. That drugs, burglaries, car thefts, adolescent crime and domestic violence are increasing at a time when Humboldt County is allocating fewer law enforcement resources to the Hoopa Valley Indian Reservation.

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Policies

In light of the Findings herein, the Hoopa Valley Tribe and the County of Humboldt agree to implement and abide by the following policies:

1. **Statistical Analysis And Narrative Report** - The Tribe and the County shall acquire data, analyze statistics and jointly draft an annual narrative report, to be submitted to the Tribal Council and to the Board of Supervisors and to be made public; the statistical analysis and narrative report shall focus on identifying primary law enforcement difficulties and proposing common sense solutions susceptible to quantifiable measure.
2. **Public Service** - As staffing allows, due to budget constraints, the Tribe and the County shall jointly plan and carry out a public service project acquainting residents of the Hoopa Valley Indian Reservation, including without limitation children, parents and businesses, with the duties of law enforcement officers, techniques for preventing crime, civil rights and whatever information is useful in assuring that the Hoopa Valley Indian Reservation is a safe and healthy place to reside, attend school or be employed; in designing a public service project, the Hoopa Valley Tribal Police and the Humboldt County Sheriff's Office shall seek the assistance of Hoopa residents.
3. **Cross-Deputizing** - The County shall, in compliance with California Penal Code Section §§ 830.6 and 830.8, deputize Hoopa Tribal Police on completing the training course for deputy sheriffs prescribed by the Commission on Peace Officer Standards and Training or an equivalent federal training course, and upon approval of the Sheriff, not to be unreasonably withheld or delayed, and upon passing a standard background check; the Tribe shall deputize Humboldt County deputy sheriffs upon completion of a course in Hoopa Tribal law and history.
4. **Cultural and Racial Diversity Training** - Whenever practical, due to budget constraints, Humboldt County deputy sheriffs shall, preceding 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 Penal Code Section § 13519.4, emphasizing Hoopa Tribal Culture.
5. **Training** - The Tribe and the County shall offer to each other, for cross deputization personnel only, law enforcement Training, internal or external, and shall make prioritized

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and electronic training matter accessible to each other; the Tribe and the County shall bear the cost of training their respective personnel.

6. **Equipment** - The Tribe and the County shall submit to each other an inventory of their 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 shall, on request, endeavor to make this equipment, excepting patrol cars, available to each other in a timely manner; equipment damaged or lost during the time it is on loan shall be promptly replaced by the user or the owner compensated, as promptly as budgetary constraints allow.
7. **Reports** - The Hoopa Valley Tribal Police shall conform to Humboldt County deputy sheriffs' deadlines respecting timely submission of investigation, arrest and other reports; the Humboldt County deputy sheriffs shall conform to Hoopa Valley Tribal Police deadlines respecting timely submission of investigation, arrest and other reports so long as Hoopa Tribal Police are recognized by the California Department of Justice as an official law enforcement agency.
8. **Staffing Assignments** - Subject to budget constraints or sufficient funding allocation by the Board of Supervisors, the Humboldt County Sheriff's Office shall endeavor during the two years following commencement of this agreement to reach the objective of assigning sufficient deputy sheriffs to the Hoopa Valley Indian Reservation to offer 24 hours a day 7 days each week staffing on the Hoopa Valley Indian Reservation by the Humboldt County Sheriff's Office.
9. **Duty Assignments** - The Humboldt County Sheriff's Office shall allocate law enforcement resources on the Hoopa Valley Indian Reservation in a manner which reflects the likelihood of crimes occurring at hours and days disclosed by statistics and experiences obtained by the Hoopa Valley Tribal Police Department; there shall be a monthly communication, during the first week of each month, between the Chief of the Hoopa Valley Tribal Police and the Humboldt County Sheriff to set the schedule for staffing coverage required by this paragraph.
10. **Records** - The Tribe and the County shall, subject to applicable laws respecting confidentiality and privacy, and subject to the Public Records Act and the Freedom of

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Information Act, access and transmit to each other records in their possession or control which are useful in identifying and suing or apprehending and prosecuting individuals or companies reasonably thought to have violated civil or criminal laws of the Tribe, the United States, the County or the State of California.

11. **Lines of Communication** - The Hoopa Valley Tribal Police Chief and the Humboldt County Sheriff shall communicate promptly and straight to each other respecting this Joint Powers Agreement at least once each month, in order to avoid communication problems in going through bureaucratic channels; Chief to Chief communications shall be a high priority.
12. **Primary Task** - The primary task assigned to the Hoopa Valley Tribal Police by the Tribal Government is the protection of Tribal natural resources and property; the Tribal Police shall, insofar as is consistent with carrying out their primary task, assist the Humboldt County Sheriff's Office in investigations, misdemeanor arrests, felony back-up and prisoner transportation insofar as feasible.
13. **Insurance** - The County of Humboldt shall reimburse the Tribe for the costs of insurance coverage of personnel and equipment traceable to assisting the Humboldt County Sheriff's Office in compliance with this Joint Powers Agreement. Each of the parties shall maintain police professional liability insurance or personal injury insurance or both to cover police officers' actions in the course of duty. This insurance should extend to reserve officers and mutual aid agreements. Any changes in coverage will be made only after 90 days notice to the other party. In addition, each party shall communicate the proof of insurance documents to each other.
14. **Off-Reservation Inquiry** - The Hoopa Valley Tribal Police are authorized and permitted to carry out inquiries in support of civil or criminal investigations on reservation and, upon request of the Humboldt County Sheriff's Office, off reservation in Humboldt County.
15. **Criminal Information Systems** - The Hoopa Valley Tribal Police, upon approval by the California Law Enforcement Telecommunications System ("CLETS") Board, shall be authorized to access criminal information databases, CLETS, and other computerized information systems; upon approval of Tribal Police access to CLETS, the Humboldt

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County Sheriff's Office shall assist the Hoopa Valley Tribal Police in obtaining their own criminal information systems access and equipment.

16. **Indemnification** - The parties shall indemnify and hold each other harmless against any suits or other proceedings related to the performance of law enforcement activities by each party's personnel on behalf of and the request of the other party.
17. **Sovereign Immunity** - This agreement is not intended nor shall it be so interpreted to be a waiver of sovereign immunity of the Hoopa Valley Tribe or Humboldt County, or their employees, officials and agents.
18. **Joint-Use Of Facilities** - The facilities known as the Humboldt Sheriff's Substation and the Klamath Trinity Justice Court located on State Highway 96 and occupied under the authority of a Hoopa Tribal lease shall be jointly occupied and utilized by Tribal and County Law Enforcement Agencies according to a plan to be developed no later than 120 days following execution of this agreement, and must include consultation with the Judge of the North Humboldt Division of the Humboldt County Court.
19. **Fines** - The Humboldt County Sheriff's Office and the Hoopa Valley Tribal Police shall jointly research the feasibility of allocating criminal fines to the Hoopa Valley Indian Reservation for the funding of natural resources and other Tribal law enforcement priorities.
20. **Recruiting from Hoopa** - The Humboldt County Sheriff's Office shall endeavor to solicit applications from and hire qualified Hoopa tribal members to serve as deputy sheriffs and staff, insofar as state civil rights laws are pre-empted by federal laws, including 42 U.S.C. § 2000(a), that provide Indian preference on or near Indian reservations.
21. **Enforcement** - Any issues of interpretation and enforcement of this Agreement shall be resolved by a mediator, to be mutually agreed upon by the parties hereto, in concert with a representative of Humboldt County and a representative of the Hoopa Valley Tribe.
22. **Term** - This Agreement shall be in force and effect for four (4) years following execution hereof. This Agreement shall be automatically renewed for another four (4) year period absent an express revocation by either the Humboldt County Board of Supervisors and the Sheriff or the Hoopa Valley Tribal Council.

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23. Amendment - This Agreement may from time to time, be amended by a subsequent written agreement of the parties hereto.

IN WITNESS THEREOF, this Joint Powers Agreement has been executed by and on behalf of the parties hereto as of the dates shown below.

Dated: 5-24-95

By: [Signature]
Director
Hoopa Valley Tribal Police

Dated: MAY 30 1995

By: Dennis Lewis
Sheriff
County of Humboldt

Dated: 5/22/95

By: [Signature]
Chairman, Hoopa Valley Tribal Council
Hoopa Valley Tribe

Dated: MAY 30 1995

By: [Signature]
Chairman, Board of Supervisors
County of Humboldt

The Kourier

Wednesday, Oct. 9, 1996

GOVERNOR SIGNS TRIBAL POLICE BILL

Governor Wilson has signed legislation that will provide County Sheriffs and Chiefs of Police with clear authority to deputize tribal police officers serving on Native American lands as auxiliary or reserve peace officers as long as they have been state certified and meet all other statutory requirements.

Wilson signed the measure shortly before the deadline for him to act on bills approved by the Legislature this year.

The bill, SB 1797, was authored by North Coast Senator Mike Thompson (D-Napa Valley) at the request of the Humboldt County Sheriff's Department, the Hoopa Valley Tribal Council and other Native American tribes throughout the state.

Thompson said the bill was necessitated by a Jan. 24, 1995 directive issued by Attorney General Dan Lungren to all state law enforcement agencies advising them that tribal police are not to be recognized as peace officers under state law and that it would be a misdemeanor to furnish police information to any member of a tribal police force.

The directive caused Humboldt's Sheriff to suspend the Joint Powers Agreement between the Hoopa Valley Tribe and the county, thereby stripping the tribe's police of its ability to access the state's criminal offender and DMV information necessary to perform its public safety duties and provide 24-hour protection to the reservation's 8,200 residents.

"It restricted us to merely backing up the Sheriff's Department, Highway Patrol and enforcement of Tribal ordinances," said Leonard Masten Hoopa Tribal Police Chief, in a phone interview with *The Kourier*.

"The Attorney General was misguided in his directive," Thompson said. "It not only violated the spirit of existing law but also created an unfortunate and potentially dangerous level of confusion among local law enforcement."

"This bill will prevent future directives of this nature that only serve to hamstring local police forces, unravel cooperative efforts between counties and tribes, and jeopardize public safety on Native American lands."

The directive was the product of a roundtable summit Lungren held in November of 1995 with statewide law enforcement officials to discuss law enforcement efforts on Indian lands. Though sheriffs, district attorneys, police chiefs and county counsels were invited to attend, Native Americans were prohibited.

On March 18, 1996 the Legislative Council rendered an opinion in defiance of Lungren's directive, stating tribal police deputized by a county sheriff pursuant to current law are peace officers and should be treated no differently than hundreds of other reserve deputies who work full time for private employers, the state, a city, or special districts.

Under mounting pressure from Thompson, Humboldt County, Hoopa, and tribes throughout the state, the Attorney General backed down from his directive, paving the way for Hoopa Tribal Police to once again have full law enforcement powers and access to the California Law Enforcement Telecommunications System (CLETS). Though agreement was reached, Thompson said it was important to get a law on the books to clarify any ambiguities and prevent a recurrence.

Under state law, Native American Tribes in California have jurisdiction over civil law matters on the native lands while the state maintains jurisdiction over enforcement of all criminal laws. Due to budget constraints, many county sheriff departments including Humboldt have experienced difficulty providing services to remote rural reservations.

In May of 1996 Humboldt County entered into a Joint Powers Agreement to assist in providing law enforcement protection for the Hoopa Valley Tribal Reservation. The County Sheriff's sub-station on the reservation is staffed by a Lieutenant and two full-time deputies. It is supplemented by eight reserve deputy sheriffs who also serve as Hoopa Valley police. These officers, two of which are former CHP officers, have been certified by the Commission on Peace Officers Standards and Training.

The new law takes effect immediately.

Hoopa Police Chief Masten lauded the new legislation.

The Hoopa Police Department is made up of 11 officers, all of whom are Hoopa Tribal members. Along with Masten as Chief, there are two sergeants and a drug enforcement officer.