AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND WIYOT TRIBE REGARDING PROVISION OF LAW ENFORCEMENT SERVICES IN THE EEL RIVER VALLEY

This Agreement is made and entered into this 1st day of November, 2025, by and between the County of Humboldt, through the Humboldt County Sheriff's Office ("SHERIFF"), and the Wiyot Tribe ("TRIBE"), collectively referred to as "the Parties," upon the following considerations:

RECITALS

WHEREAS, TRIBE desires to procure law enforcement services for the Eel River Valley, including Tribal Land therein; and

WHEREAS, SHERIFF desires to provide such law enforcement services to TRIBE;

NOW, THEREFORE, the Parties mutually agree as follows:

1. Term and Termination

Basic Term. This Agreement shall take effect on December 1, 2025, or at such earlier time as the Parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on October 30, 2028. Either Party may terminate this Agreement without cause upon sixty (60) days' written notice, which shall take effect at the end of the sixty-day notice period. Compensation shall be prorated for the fiscal quarter in which termination occurs.

Extended Term. The term of this Agreement may be extended for successive one-year periods if the governing bodies of both Parties approve such extension and provide written notice at least three (3) months prior to expiration. Each extension shall be referred to as the "First Extended Term," "Second Extended Term," etc.

2. Terms of Service

The basic level of service to be provided by SHERIFF to TRIBE shall consist of ten (10) hours of coverage, four (4) days per week, by a POST-certified peace officer employed by SHERIFF. The personnel assigned to service the Eel River Valley and the Wiyot Tribe shall be one (1) Deputy Sheriff working forty (40) hours per week, in four (4) ten-hour shifts, Monday through Thursday, from 8:00 a.m. to 6:00 p.m.

If specific crime trends or needs require a schedule modification, SHERIFF agrees to meet and confer with TRIBE to consider temporary adjustments. The assigned Deputy shall regularly check in with TRIBE at the Table Bluff Rancheria, including the Tribal Office, and conduct random patrols of Tribal Land and Tribal residences in the Eel River

Valley. The Deputy shall always be in uniform and utilize a marked Sheriff's patrol vehicle.

a. In the event the assigned Deputy is unable to perform duties due to long-term medical or disability leave, SHERIFF shall assign a suitable replacement until the Deputy returns to full duty.

b. The assigned Deputy shall be scheduled to work forty (40) hours per week, less vacation, sick leave, or other approved absences. Except for long-term absences (defined as exceeding eighty [80] consecutive scheduled work hours), SHERIFF shall not be obligated to backfill coverage. TRIBE shall provide office space, including a desk and telephone, for the assigned Deputy.

c. The assigned Deputy shall check in weekly with TRIBE, either in person or by phone, to discuss public safety matters. If the Deputy will be absent, in court, in training, or delayed, he or she shall notify the Tribal Council Office or its designee by email as soon as practicable.

d. The SHERIFF's Operations Commander may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergencies, or other law enforcement requirements within TRIBE's jurisdiction. The Operations Commander shall advise the TRIBE's President or designee as soon as practicable. Any non-emergency schedule change shall be finalized and noticed at least five (5) days in advance.

3. Scope of Law Enforcement Services

The law enforcement services to be provided by SHERIFF in the Eel River Valley include:

a. Enforcement of state and county statutes, that are applicable under Public Law 280;
b. Police protection typical of services provided by SHERIFF; and
c. Maintaining a regular, visible, uniformed presence throughout Wiyot Tribal Land in the Eel River Valley.

SHERIFF shall not be required to assume any enforcement duties inconsistent with those performed under County ordinances or the laws of the State of California. Deputies are unable to enforce tribal law and ordinances.

4. Consultation and Coordination

The SHERIFF shall give prompt consideration to all requests by the Tribal Council or Chairman regarding law enforcement service delivery and staffing and will make reasonable efforts to comply consistent with sound law enforcement practices and this Agreement.

To ensure coordination, representatives of TRIBE and SHERIFF (including the Chairman or designee and the Sheriff, Operations Commander, or Patrol Sergeant) shall meet periodically to review performance and discuss operational issues.

5. Authority and Supervision

TRIBE may raise issues of concern related to this Agreement, but the manner, standard, and control of law enforcement services—including discipline and supervision—shall remain under SHERIFF's exclusive authority. SHERIFF shall consider TRIBE's input in good faith. In case of disagreement regarding duties or performance, SHERIFF's determination shall be final and conclusive between the Parties.

6. Supplies and Equipment

SHERIFF shall provide all necessary supplies, training, equipment, services, and materials required to perform duties under this Agreement, including vehicle acquisition, maintenance, and fuel.

7. Employment Relationship

In performing services under this Agreement, the Deputy shall not be deemed an employee of TRIBE and shall not be entitled to any benefits provided to TRIBE's employees.

8. Compensation

At execution, the cost to TRIBE for services performed by SHERIFF is one hundred seventy thousand dollars ($170,000.00) annually. The cost will be prorated in the first year.

This amount is based on the actual personnel costs plus indirect administrative, operational, and equipment costs proportionate to SHERIFF's overall operational budget.

9. Payment Terms

TRIBE shall pay SHERIFF one hundred seventy thousand dollars ($170,000.00) annually, in quarterly installments of forty-two thousand five hundred dollars ($42,500.00). SHERIFF shall issue an invoice thirty (30) days prior to each payment due date.

If payment is not received within thirty (30) days of the due date, SHERIFF may assess interest at seven percent (7%) per annum and may terminate this Agreement immediately, taking steps as necessary to enforce payment.

10. Indemnification

A. Mutual Indemnification.
TRIBE shall indemnify, defend, and hold harmless SHERIFF, its officers, employees, and volunteers from all claims, damages, or expenses arising out of TRIBE's negligent acts or omissions, except to the extent caused by SHERIFF's sole negligence or willful misconduct.

SHERIFF shall indemnify, defend, and hold harmless TRIBE, its officers, employees, and volunteers from all claims, damages, or expenses arising out of SHERIFF's negligent acts or omissions, except to the extent caused by TRIBE's sole negligence or willful misconduct.

B. Comparative Liability.

Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each shall bear its proportionate share of liability as determined in any such proceeding. In such cases, each party shall bear its own costs and attorneys' fees.

C. Effect of Insurance.
Acceptance of insurance does not limit liability under this section. Insurance coverage shall not restrict indemnification obligations or serve as a liability cap.

11. Compliance with Nuclear Free Ordinance

In recognition of the Humboldt County Nuclear Free Ordinance, TRIBE certifies that it is not engaged in the research, development, production, or testing of nuclear weapons or components. TRIBE agrees to notify SHERIFF immediately if this status changes. SHERIFF may terminate this Agreement if TRIBE becomes a nuclear weapons provider or if this certification is found false.

12. Notices

Notices under this Agreement shall be deemed given when personally delivered or sent via certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

Sheriff:
Office of the Sheriff
Humboldt County Sheriff's Office
826 4th Street
Eureka, CA 95501

Wiyot Tribe:
Tribal Council Office

1000 Wiyot Drive
Loleta, CA 95551

13. Insurance

This Agreement shall not be executed by SHERIFF unless each Party provides certificates of insurance demonstrating compliance with the following:

Each Party shall maintain Comprehensive or Commercial General Liability Insurance (occurrence form CG 0001) with minimum limits of $2,000,000 per occurrence, including police professional liability and personal injury coverage.

Each policy shall name the other Party, its officers, employees, and agents as additional insureds. The policy shall impose no limitation on the scope of coverage, and sovereign immunity shall not bar recovery otherwise provided by insurance.

Insurance Notices:
All insurance notices shall be sent to:

County of Humboldt
Risk Management
825 5th Street, Room 131
Eureka, CA 95501

Wiyot Tribe
Tribal Council Office
1000 Wiyot Drive
Loleta, CA 95551

EMAIL

14. Limited Waiver of Sovereign Immunity

TRIBE does not waive its sovereign immunity except as expressly provided herein.

a. **Limited Waiver and Consent to Suit.** TRIBE waives sovereign immunity and consents to suit only for "Covered Claims" as defined below. A formal Resolution of Limited Waiver of Sovereign Immunity, executed by TRIBE's governing body, is attached as **Attachment 1**.

b. **Conditions and Limitations:**
i. **Covered Claims:** Limited to claims that TRIBE has violated, or disputes concerning, this Agreement. It excludes torts, punitive damages, or any non-contract claims.
ii. **Covered Claimants:** Limited to the Parties to this Agreement.
iii. **Covered Courts:** Limited to California State Courts in Humboldt County, relevant state appellate courts, and the U.S. District Court for the Northern District of California.

c. **Remedies:** This waiver and consent are limited to specific performance to compel enforcement of this Agreement.

15. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties, their governing boards, successors, assigns, and legal representatives.

16. Entire Agreement and Amendment

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings. It may be amended only in writing, signed by both Parties.

17. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each deemed an original. Electronic copies or scanned signatures shall have the same legal effect as originals.

18. Authority to Execute

Each signatory represents and warrants that they are duly authorized to execute and deliver this Agreement and that performance hereunder has been properly authorized by their respective governing bodies.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Humboldt County Sheriff's Office	**Wiyot Tribe**
_____	_____
Sheriff William Honsal	**Chairman Brian Mead**