

**MEMORANDUM OF AGREEMENT BETWEEN
THE YUOK TRIBE
DEL NORTE COUNTY, DEL NORTE DISTRICT ATTORNEY,
DEL NORTE COUNTY SHERIFF,
DEL NORTE COUNTY SUPERIOR COURT
AND CRESCENT CITY POLICE DEPARTMENT
TO COORDINATE DISPOSITIONS INVOLVING YUOK TRIBAL YOUTH**

I. BACKGROUND

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Yurok Tribe (hereinafter "the Tribe"), a federally recognized Indian tribe, Del Norte County, Del Norte District Attorney (hereinafter "DA"), Del Norte County Probation Department, Del Norte County Sheriff (hereinafter "DNSO"), Del Norte County Superior Court (hereinafter "Superior Court"), and Crescent City Police Department (hereinafter "CCPD"). All entities of this MOU shall collectively be referred to as the "Parties."

Yurok Tribal Court (hereinafter "Tribal Court") has not regularly heard juvenile delinquency matters prior to the execution of this MOU. The Tribal Court and Yurok Department of Social Services (hereinafter "YSS") has not been active in cases involving delinquent Yurok Tribal youth. These cases have come to the DA, Del Norte County, by and through the Del Norte County Probation Department (hereinafter "Probation"), the Superior Court, and Court Appointed Special Advocates of Del Norte (hereinafter "CASA").

The Superior Court, the DA, and Probation have successfully partnered with the Tribe in the past. The Parties wish to collaborate in developing culturally appropriate interventions for Tribal Youth, to address substance abuse problems, and other issues, while maintaining safety and promoting healing in our community.

The purpose of this MOU is to establish a procedure where Tribal Court shall hear diversion and/or concurrent juvenile matters that come within the jurisdiction of the Superior Court. Federal, state, and Tribal law and policy recognize a strong preference for matters involving Tribal Youth to be heard in Tribal Court.

II. AGREEMENT OF THE PARTIES

The Parties AGREE to the following:

- a. Eligible Youth: This MOU will cover all enrolled Yurok Youth as identified by the Yurok Tribe of which the Superior Court and Tribal Court have jurisdiction.
- b. Early Intervention and Notification: All Parties to this MOU agree to screen for Eligible Youth and to notify the Tribal Court in the event an Eligible Youth who identifies as enrolled with the Tribe is at risk of being declared habitually truant or has delinquent behavior. The Tribe agrees to notify the reporting party whether the identified youth is an enrolled Tribal member.

- c. Notification: The DA and Probation agree to screen for Eligible Youth and to notify Tribal Court, by contact with the Yurok Youth Wellness Court Coordinator, in the event an Eligible Youth is cited or arrested by Probation or DNSO, CCPD, or YPS. DNSO, CCPD, and YPS agree to notify the DA and Probation when they have identified they have cited or arrested an Eligible Youth. Probation agrees to screen for Eligible Youth who might be diverted rather than referred to the DA for charging. The Tribal Court agrees to notify the reporting party whether the identified youth is an enrolled Tribal member.
- d. Case Review:
 - i) For non-custodial delinquency matters, Probation and the DA shall conduct an initial case review and, together with Tribal personnel, will make a joint determination regarding referral to Tribal Court in addition to Superior Court for Eligible Youth cases.
 - ii) For delinquency matters, referral by the Superior Court may occur at any stage of the proceeding.
- e. Information Sharing: All Parties to this MOU will share information to the extent allowable by federal, Tribal, state, or local law and will endeavor to obtain written releases of information when required for general verbal communication regarding Eligible Youth, as well as to obtain the case information as set forth in subsection (l), below.
- f. Confidentiality: All parties shall maintain strict confidentiality over all physical and electronic case files and Eligible Youth information pursuant to applicable federal, Tribal, state, and local laws.
- g. Eligible Youth Performance: For delinquency matters in the Tribal Court, on a monthly basis, Probation and Tribal Court personnel will conduct a performance review to determine the Eligible Youth's compliance with the requirements of the Tribal Court. If an Eligible Youth is judged to have good performance, they will continue to participate in Tribal Court until such time as the Tribal Court determines participation is no longer required. If an Eligible Youth is judged to have poor performance, either Probation or Tribal Court personnel may request that a hearing be set in Superior Court after consultation with the other party.
- h. Concurrent Jurisdiction: If a matter involving an Eligible Youth has been filed in Superior Court and the Del Norte County District Attorney, the Del Norte County Probation Department, the Del Norte Superior Court, the Yurok Tribal Court, and the Minor's parents and/or legal guardians, agree that disposition shall be determined in Tribal Court, jurisdiction with the Tribal Court shall be concurrent with the state court. There shall remain an open case in Superior Court. Both Courts can and may exercise jurisdiction, however the purpose of this agreement is to redress behavior that is not acceptable and the parties believe the best way to do that is to work together in a way that is best for the Eligible Youth. In cases which the parent or legal guardian or youth contests the assertion of Tribal Court jurisdiction,

the Tribal Court will notify the Superior Court so that the assertion may be considered and appropriate disposition determined in the Superior Court. Youths shall retain all due process and United States Constitutional rights including the right to counsel in the Superior Court when appropriate.

- i. Cultural Component: Tribal Court shall order culturally appropriate services and case plan activities, which may include a restorative justice component for Eligible Youth. The culturally appropriate services could include any of the following: referral to UIHS/IHS for AOD & mental health assessments; Yurok Systems of Care; other Native American treatment programs.
- j. Tribal Court Appearances: Appropriate parties to this agreement are not required to appear in Tribal Court, but may do so to observe and/or assist with setting the appropriate supports and/or sanctions.
- k. Legal Advocate: The Tribal Court may appoint a Legal Advocate to assist with implementing this agreement for Eligible Youth in those cases the Tribal Court deems an appointment would be appropriate.
- l. Case Information: Case information will be forwarded to the appropriate party(ies) at the time of referral. Parents, legal guardians, and/or youths, as appropriate, will be provided consent forms for release of case information. Case information includes police reports, incident reports, releases of information, any applicable assessments, accountability agreements, contact information of involved parties, and any other relevant documentation unless limited or exempted by applicable federal, Tribal, state, or local law.
- m. Adherence to Superior Court Orders: The Yurok Tribal Court agrees to provide full faith and credit to Superior Court Orders, including the Court Order and MOU that the Court has signed with CASA.
- n. Contact Information: The contact person for the Tribal Court is Jessica Carter, Tribal Court Programs Administrator. The electronic mailing address is jcarter@yuroktribe.nsn.us and the mailing address is:

Yurok Tribal Court
P.O. Box 1027
Klamath, California 95548

The contact person for Probation is Lonnie Reyman, Chief Probation Officer. The electronic mailing address is lreyman@co.del-norte.ca.us and the mailing address is:

County of Del Norte
Probation Department
450 H. Street
Crescent City, CA 95531

The contact person for the DA is Dale Trigg, DA. The electronic mailing address is dtrigg@del-norte.ca.us and the mailing address is:

Del Norte District Attorney
450 H. Street, Rm 171
Crescent City, CA 95531

The contact person for DNSO is Erik Apperson, Sheriff. The electronic mailing address is eapperson@co.del-norte.ca.us and the mailing address is:

DN Sheriff
650 Fifth Street
Crescent City, CA 95531

The contact person for Superior Court is Sandy Linderman, Court Executive Officer. The electronic mailing address is Sandy.Linderman@delnorte.courts.ca.gov and the mailing address is:

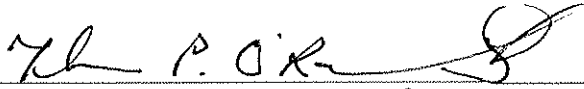
Del Norte Superior Court
450 H. Street, Rm 209
Crescent City, CA 95531

The contact person for the CCPD is Chief of Police, Ivan Minsal. The electronic mailing address is iminsal@crescentcity.org and the mailing address is:

Crescent City Police Department
686 G Street
Crescent City, CA 95531

- o. All parties to this MOU may develop protocols, procedures, and forms to assist with implementation of this MOU.
- p. All Parties to this MOU, or the Parties' specific designees, shall meet and attempt to resolve any issues that arise on any topics which are the subject of this MOU, prior to termination of this Agreement. This MOU may be modified with the written agreement of all parties.
- q. Any party to this Agreement may terminate its participation in this Agreement with thirty (30) days written notice to the other parties.
- r. Nothing in this MOU shall be deemed a waiver by the Yurok Tribe of its sovereign immunity, rights, powers or privilege.
- s. This MOU does not and shall not be deemed to inure to the benefit of any third party.
- t. This MOU is nonbinding and not otherwise legally enforceable. It imposes no enforceable obligations on the Parties and does not grant any rights.

- u. This MOU may be amended by mutual agreement of the Parties. Amendment is binding only when made in writing and signed by persons authorized to bind each of the Parties.
- v. The effective date of this MOU shall be the date of the last signature of the Parties, below.




~~James Dunlap, Chairperson~~ **Chairman**
 Yurok Tribe **Thomas P. O'Rourke Sr**

5/3/16
 Date



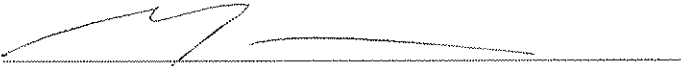
 Gerry Henningsen, Chair
 Del Norte County Board of Supervisors

5/24/16
 Date



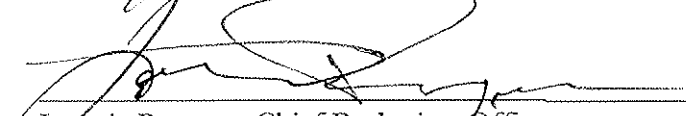
 Dale Trigg, District Attorney
 Del Norte County

03/11/16
 Date




 Erik Apperson, Sheriff
 Del Norte County Sheriff's Department

3-15-16
 Date



 Lonnie Reyman, Chief Probation Officer
 Del Norte County Probation Department

3/11/16
 Date



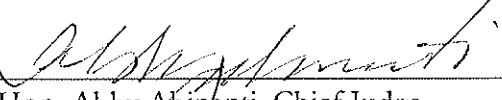
 Hon. William H. Follett, Superior Court Judge
 Del Norte Superior Court

MAR 20 2016
 Date



 Ivan Minsal, Chief of Police
 Crescent City Police Department


4/22/2016
 Date



 Hon. Abby Abinanti, Chief Judge
 Yurok Tribal Court

5/10/2016
 Date

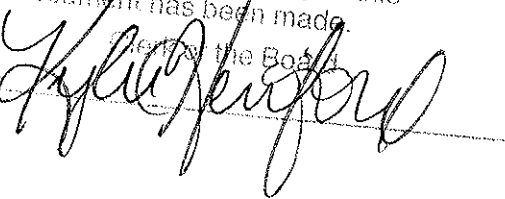
Approved as to form:



County Counsel

Date: 05/24/16

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: 

Secretary of the Board