

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
YOCHA DEHE WINTUN NATION AND THE COUNTY OF SOLANO  
TO IMPROVE THE HEALTH AND WELL-BEING OF THE PEOPLE OF SOLANO COUNTY**

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)**, entered and effective as of April 8, 2025, is between the YOCHA DEHE WINTUN NATION, a federally recognized tribal government (“**Yocha Dehe**” or the “**Tribe**”) and the COUNTY OF SOLANO, a subdivision of the State of California (“**County**”). Unless identified, the two governments may be referenced herein individually as “**Party**” or collectively as “**Parties**”.

**RECITALS**

WHEREAS, Yocha Dehe is a sovereign tribal government, so recognized by the United States, which operates under its own constitution and under the governance of an elected Tribal Council; and

WHEREAS, Yocha Dehe’s ancestral territory extends throughout the boundaries of Solano County as recognized by the Native American Heritage Commission; and

WHEREAS, because of Yocha Dehe’s historical connection to the lands within Solano County, Yocha Dehe protects the cultural resources affiliated with the Patwin people within Solano County, and in that regard, the Tribe holds an unprecedented cultural easement entered in 2011 with the City of Vallejo to protect the sacred resources and sites at its waterfront park development at Glen Cove from desecration and disturbance; and

WHEREAS, Yocha Dehe is committed to improving the environment, education status, and the health, safety, and general welfare of not only its own citizens, but Native American and non-Native American people throughout California; and

WHEREAS, Yocha Dehe feels a particularly deep connection to lands and people within its ancestral territory, including Solano County, and it has a strong commitment to fostering a good-neighbor and government-to-government relationship throughout this territory; and

WHEREAS, with the renegotiation of its Compact with the State of California in 2016, Yocha Dehe is now empowered to redirect payments that would otherwise be deposited in the State’s general fund, to be used in support of worthy programs and local jurisdictions in ways that positively affect people’s lives; and

WHEREAS, since 2017, Yocha Dehe has annually redirected “Compact Credits” to help residents of Solano County, providing money to fund a variety of health and welfare programs, and given the success of these programs, the Tribe again wants to provide another round of funding, to support a number of worthwhile programs designed to help people in need within Solano County; and

WHEREAS, the County, acting through its various departments including Health & Social Services and First 5 Solano, provides services that benefit the Solano community, and the County has presented the Tribe with proposals that each entity would deliver, in coordination with other agencies, to help impoverished and needy persons within Solano County; and

WHEREAS, Yocha Dehe desires to partner with the County to support these programs and provide services which improve the health and well-being of the people of Solano County.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

## **FUNDING AGREEMENT**

### **Part I** **Description of Activities**

Yocha Dehe agrees to provide financial support for the eighth year, beginning March 11, 2025, to the following service activities that will be conducted over an approximate one-year period, also referenced herein individually as “**Project**” or collectively as “**Projects**,” with the payment of \$1,000,000 (one million dollars), and with the County to allocate funding among the Projects as set forth in Exhibit A.

### **Part II** **Respective Roles and Responsibilities**

#### **A. The County’s Role and Responsibilities.**

The County agrees to:

1. Complete and/or operate the Projects, as shown in Exhibit A, through January 31, 2026, unless the Parties agree an extension is appropriate.
2. Provide a mid-course report no later than August 30, 2025, on activities and funding uses for the period March 11, 2025 through July 31, 2025, and a final year-end report on all activities and funding uses no later than February 28, 2026.
3. Provide the Yocha Dehe Wintun Nation Tribal Council and staff a tour of the Projects’ operations when possible, so the Tribe can personally evaluate and assess their success.

#### **B. Yocha Dehe Role and Responsibilities.**

Yocha Dehe agrees to provide a payment to the County in the amount of \$1,000,000 (one million dollars) within 10 calendar days of this Agreement’s execution by both Parties, with funding to be allocated among the Projects along the lines of the County’s proposal to the Tribe (reflected in the County’s November 14, 2024 correspondence to the Tribal Council) and set forth in Exhibit A to this Agreement. The funding to the County will be made by the tribal entity Yocha Dehe established for the purpose of implementing Compact credits, specifically, *Doyuti T’uhkama*, which means “to give the acorn” in the Tribe’s Patwin language.

#### **C. Mutual Responsibilities.**

In the spirit of a respectful government-to-government relationship, each Party agrees to notify the other of information that may be reasonably considered relevant to the Projects, and to communicate that information in a timely format. To the extent either Party is not performing its duties under this Agreement in such a manner as to impact either the schedule and/or Project funding, the Parties agree to meet and confer to resolve any dispute.

**Part III**  
**Funding**

Yocha Dehe agrees to provide the County \$1,000,000 (one million dollars) for the Projects. Funding shall be payable to the County and provided in one lump sum within 10 calendar days of execution of this Agreement by the County. The Parties agree that this Agreement is a funding mechanism only, and further believe and agree that none of the activities contemplated by the Projects are a “project” within the meaning of the California Environmental Quality Act (“CEQA”). However, the Parties further agree that any activity essential to a Project and requiring compliance with any applicable state law (including but not limited to CEQA) will be satisfied before the Project may proceed.

**Part IV**  
**General Terms and Conditions**

**A. Term of Agreement**

This Agreement shall remain in effect through January 31, 2026, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may be extended upon mutual agreement of the Parties to allow for the continued services of the Projects and/or include additional funding opportunities.

**B. Indemnification**

The County agrees to indemnify, defend, protect, hold harmless, and release Yocha Dehe, its governing body, agents, officers, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of County in the deliverance of, the Projects.

**C. Insurance**

1. The County agrees to maintain its status as a legally self-insured public entity for general, auto, and professional liability insurance coverage with limits of no less than \$1,000,000 (one million dollars) per occurrence and no less than \$25,000,000 (twenty-five million dollars) aggregate.

2. The County will require all consultants, contractors, and subcontractors engaged to work on the Projects to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor, or subcontractor.

**D. No Waiver**

The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**E. Assignability**

Neither Party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other Party, and any attempt by a Party to so

assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

#### **F. Governing Law and Venue**

The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Solano County, except to the extent an issue may be governed by federal law, in which case, federal law would apply.

#### **G. Force Majeure**

Neither Party shall be liable or deemed in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

#### **H. Subcontracts**

Within the funds allocated by the Parties under this Agreement, either Party may be authorized to contract for any and all of the tasks necessary to undertake the Projects or studies contemplated by this Agreement.

#### **I. Prior Agreements and Amendments**

This Agreement represents the entire agreement of the Parties regarding the matter described, and no representation, warranties, inducements, or oral agreements have been made by the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

#### **J. Severability**

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid such provision shall be severable and shall not impair the enforceability of any other provision of this Agreement.

#### **K. Non-Discrimination Clause**

1. While performing this Agreement, the County and its subcontractors shall deny no benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. The County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. In implementing the Projects, the County shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), the regulations promulgated under it (Title 2, California Code of Regulations, sections 7285.0, *et seq.*), Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement the foregoing, as such statutes and regulations

may be amended from time to time.

**L. Copies and Counterparts**

Accurate and legible photocopies, images or PDF versions of signatures or faxed versions of signatures to this Agreement shall have the same legal effect as an original signature, and this Agreement may be executed in counterparts.

Upon execution by both Parties, this Agreement shall be effective on the day and year first written above.

YOCHA DEHE WINTUN NATION

By: \_\_\_\_\_  
Anthony Roberts, Tribal Chairman

By: \_\_\_\_\_  
Sarah Choi, Director of Legal

COUNTY OF SOLANO

By: \_\_\_\_\_  
Bill Emlen, County Administrator

By:  \_\_\_\_\_  
Bernadette Curry, County Counsel

**EXHIBIT A**  
**PROGRAMS AND SERVICES**

**1. Helping Families**

Provides Basic Needs Support for the immediate basic needs for families in crisis as well as operating the First 5 Center in Vallejo.

*Funding Amount: \$200,000 to continue the Basic Needs Support program.*

*\$300,000 to continue operation of the First 5 Center in Vallejo.*

**2. Mobile Food Pharmacy**

Launched on September 13, 2018, this Project prescribes healthy and nutritious food to the low-income people in need throughout Solano County.

*Funding Amount: \$200,000 to continue the Food Rx program.*

**3. VibeSolano**

By building innovative prevention projects, this Project is saving lives and supporting stronger partnerships among public health with community members, farmers, businesses, schools, hospitals, and non-profits. This work is focused on ensuring that people do not fall through the cracks.

*Funding Amount: \$200,000 to fund prevention and wellness programs.*

**4. Early Intervention and Transition Support for At Promise Youth**

Helps young people and youth in transition through and out of Probation. Providing things from Professional Attire to Mentoring services, this Project enhances culturally relevant efforts with a focus on building resiliency in the lives of youth in transition toward success.

*Funding Amount: \$100,000 to provide transitional services to youth.*