

**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”) is entered into as of November 1, 2018, 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 Native American nation, 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, Yocha Dehe redirected these “Compact Credits” in 2017-2018 to help residents of Solano County, providing the County \$1 million 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 Departments of Health & Social Services and First 5 Solano provide services that benefit the Solano community, and the County has presented the Tribal Council 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.

FUNDING AGREEMENT

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

Part I **Description of Activities**

Yocha Dehe agrees to provide financial support for the second year, beginning in November 2018, to the following service activities which will be conducted over the following 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 initiatives (described below and as set forth in Exhibit A):

1. Vibe Solano: A multi-pronged health campaign intended to prevent and reduce chronic diseases by increasing access to healthy choices, places, messages and community engagement to make a more vibrant, healthy Solano County;
2. Mobile Food Pharmacy: The “Food is Medicine” Mobile Food Pharmacy project will continue to bring healthy and nutritious food to the low-income, food insecure patients of Solano County Family Health Services Medical Clinics. While 2017-2018 funding was used to purchase and wrap the mobile van, 2018-2019 funding will contribute to the van’s operational support;
3. Helping Families with Basic Needs and Early Childhood Center: Basic Needs Support Fund will continue to provide basic needs to families in crisis, so the families can focus on stabilizing and strengthening to avoid such crises in the future. Funding will also be used to help construct a “First 5” early childhood center, to provide critical support to families and their young children;
4. Transportation for Seniors: In coordination with the Solano Transportation Authority (STA), this project will involve the acquisition of two paratransit vans so as to meet the transportation needs of senior citizens within the County, particularly those with mobility issues;

5. High School Diploma Scholarship Programs: Through a partnership with the State and County libraries, the program will help people who have faced challenges earn their high school diplomas.

Part II

Respective Roles and Responsibilities

A. County's Role and Responsibilities.

County agrees to:

1. Complete and/or operate the Projects, as shown in Exhibit A, through October 31, 2019, unless the Parties otherwise agree an extension is appropriate.
2. Provide a mid-course report no later than May 31, 2019 on activities and funding uses for the period November 1, 2018-April 30, 2019, and a final report on all activities and funding uses no later than November 30, 2019.
3. Provide the Tribal Council and staff a tour of the Projects' operations in March 2019, 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 the County, with funding to be allocated among the foregoing Projects along the lines of the County's proposal to the Tribe (as presented to Yocha Dehe's Tribal Council on September 25, 2018 and attached as Exhibit A to this Agreement). The funding to the County will be made by a wholly owned tribal entity Yocha Dehe established for the purpose of implementing Compact credits, specifically, *Doyuti T'uhkama* ("Doy-you-tee Tuck-ah-mah"), 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, the Parties agree 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 that any 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 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 the 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 October 31, 2019, 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

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. Additionally, the County and Yocha Dehe agree that because neither will have a role in the operation of, and are only funding, the paratransit program for senior citizens, a condition to using any funding for that program will require STA to agree in an intergovernmental agreement satisfactory to the Parties to indemnify, defend, protect, hold harmless and release the County and Yocha Dehe, and their respective decision-making/governing bodies, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of STA or its subcontractors in the operation of, the paratransit program.

C. Insurance

1. 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. County will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor.
3. As a condition to funding the paratransit program, STA shall carry insurance with limits no less than \$5,000,000 (five million dollars), and name the County and Yocha Dehe as an additional Named Insured in connection with that program.

D. No Waiver

The waiver by any 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

No Party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other Parties, 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

No 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.

I. Subcontracts

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

J. 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.

K. 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.

L. 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. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Regulations, section 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.

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

Yocha Dehe Wintun Nation

By: _____
Anthony Roberts, Tribal Chairman

By: _____
Yocha Dehe Legal Counsel

County of Solano

By: _____
Birgitta E. Corsello, County Administrator

By:  _____
Solano County Counsel