

**Yolo County Agreement No. \_\_-\_\_**

**Intergovernmental Agreement Between the County of Yolo and the  
Yocha Dehe Wintun Nation Regarding County Support for  
the Capay Valley Health and Community Center**

This Intergovernmental Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2023 (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Yocha Dehe Wintun Nation, a federally recognized Indian Tribe whose reservation is located within the Capay Valley of Yolo County (“Yocha Dehe” or “Tribe”) (collectively with County, the “Parties”).

**RECITALS**

**WHEREAS**, Yocha Dehe is constructing the Wihne da Puchuma da Kewe -- Capay Valley Health & Community Center (the “Project”) in the unincorporated community of Esparto; and

**WHEREAS**, the Project will provide critical health care and social welfare services to rural Yolo County residents; and

**WHEREAS**, as described in a resolution adopted by the Board of Supervisors on August 30, 2022, the County has expressed an interest in providing a total contribution of \$5 million in County funding to support the Project, subject to negotiation of a mutually acceptable agreement and related conditions; and

**WHEREAS**, the purpose of this Agreement is to describe the terms and conditions that apply to the County’s offer of \$5 million in Project funding and the Tribe’s acceptance thereof;

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

**AGREEMENT**

**1. Definitions.**

A. “Costs” means “hard” and “soft” costs related to the design and construction of the Project, including, without limitation, costs incurred by the Tribe or its consultants, contractors, and subcontractors for surveying, engineering, architecture, bonds, permit and inspection fees, insurance premiums, legal and accounting services, contractor’s general conditions, labor, equipment and materials. “Costs” shall also include furniture, fixtures, and equipment as well as other soft costs (including pre-construction and post-construction costs) that are necessary or helpful to completing the Project and readying the completed building and grounds to serve the public.

2. **County Obligations.** County agrees to take all actions necessary to provide \$5 We million in County funding to the Tribe as a single lump-sum payment within 30 calendar days of the Effective Date of this Agreement.

3. **Tribe Obligations.** In consideration for its receipt of County funding for the Project, which the Tribe formally accepts by entering into this Agreement as of the Effective Date, the Tribe agrees as follows:

A. The Tribe agrees that all funds provided by the County pursuant to this Agreement will be held by the Tribe and applied solely toward Costs for the Project. Any other use of such funds is prohibited, and if the Project cannot be completed, if Project construction is suspended for a period of six consecutive months or longer, or if the County funding is not fully expended within one year of the issuance of the final certificate of occupancy for the Project, the Tribe shall return all remaining, unused funding provided pursuant to this Agreement to the County.

B. The Tribe shall regularly communicate the progress of construction to the County and respond within a reasonable timeframe to any questions raised. At the County's option, it may require the Tribe to provide quarterly progress reports on Project construction within 30 days of the end of each quarter following the Effective Date.

C. The Tribe agrees to maintain, for at least three years after Project completion, accurate records pertaining to the expenditure of funds received pursuant to this Agreement and provide such records to the County or its agents upon reasonable request, including in the event of an audit or similar examination of the use of such funds.

4. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and terminate upon the full expenditure of the County funds provided pursuant to this Agreement or upon the one year anniversary of the issuance of the final certificate of occupancy for the Project, whichever occurs later.

Section 2.C, Section 5, and the indemnity and defense provisions of Section 7 shall survive the expiration or termination of this Agreement.

5. **Indemnity.** The Tribe hereby agrees to defend, indemnify and hold harmless the County and its respective officers, agents and employees from any and all claims, losses or liabilities against the County and its respective officers, agents and employees arising or alleged to arise in connection with the Project, including but not limited to its duty to design and construct the Project and its responsibility to comply or ensure compliance with all applicable laws relating to Project construction (however, with respect to claims by the Department of Industrial Relations regarding state prevailing wage laws, this Section 4 shall only be applicable commencing on August 30, 2022). The County shall not have any liability for claims relating to the Project or other matters within the responsibility of the Tribe. In the event of any claim or litigation within the scope of this provision, the Tribe shall retain counsel reasonably acceptable to the County Counsel to defend the County.

6. **Relationship of Parties.** The Tribe and its contractors, subcontractors, and other vendors shall perform all services under this Agreement as independent contractors, and not as employees, officers or agents of the County.

7. **Prevailing Wage.** The Tribe represents that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. (“Prevailing Wage Laws”) and that as of August 30, 2022, any construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds constitutes “public works.” Although there has not yet been any payment of money by the state or political subdivision, in recognition of the County’s conditional approval of a funding contribution on August 30, 2022, the Tribe represents that it has taken steps to ensure that commencing August 30, 2022, its contractors and subcontractors that perform work described in this Agreement have complied, and will continue to comply, with the Prevailing Wage Laws and other applicable provisions of the California Labor Code. The Tribe agrees that as of August 30, 2022, it, its contractors and subcontractors that perform work described in this Agreement following the acceptance of public funding for Project construction will comply with the Prevailing Wage Laws and other applicable provisions of the California Labor Code. The Tribe further agrees that it waives any rights, claims or causes of action against the County, its officials, officers, employees and agents for any claims, liabilities, costs, penalties or interest the Tribe incurs out of any failure or alleged failure to comply with the Prevailing Wage Laws claim or liability arising out of stop orders issued by the Department of Industrial Relations against it, its contractors, or any subcontractors.

8. **Other Terms and Conditions.**

A. The Parties agree to cooperate as needed to ensure the full and timely of all obligations set forth in this Agreement.

B. This Agreement will be governed by and construed in accordance with the laws of the State of California.

C. Neither party may assign its interest in this Agreement or the rights under it to any third party, voluntarily or otherwise, without the prior written consent of the other party. The Parties do not intend to benefit any third party by this Agreement and only the Parties may enforce it.

D. The Tribe affirms that it will ensure its contractor(s) and any subcontractors completing work in furtherance of the Project will hold all applicable licenses and/or certifications required for the performance of such work. The Tribe further represents that it has obtained all permits and regulatory approvals necessary for the Project.

E. The waiver by any of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the Parties unless in writing signed by one authorized to bind the party to be charged with the waiver.

F. If any term or provision of this Agreement the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. This Agreement may be amended only by a writing executed on behalf of the Parties to be bound.

H. This instrument contains the entire agreement among Parties with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. This Agreement and any amendment may be executed in counterparts, including electronic counterparts, each of which when taken together shall constitute a single agreement.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement:

YOCHA DEHE WINTUN NATION

By: \_\_\_\_\_  
Anthony Roberts, Tribal Chairman  
Yocha Dehe Wintun Nation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sarah Choi, Deputy Attorney  
General

COUNTY OF YOLO

By: \_\_\_\_\_  
Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Philip J. Pogledich, County Counsel

ATTEST: Julie Dachtler, Senior Deputy Clerk  
Yolo County Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)