

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF YOLO

AND

THE YOCHA DEHE WINTUN NATION

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”), enter into this intergovernmental agreement (“Agreement”) in furtherance of their government-to-government relationship, and to the overall mutual benefit of the Tribe, the County, and their respective constituencies. This Agreement — entered into and effective on April 4, 2017 — satisfies the Tribe’s obligations under its Tribal-State Compact with the State of California with respect to its plan to add hotel rooms and related amenities to its gaming operation, Cache Creek Casino Resort. At the same time, by this Agreement, the Tribe and County renew, restate, and replace the existing intergovernmental agreement/memorandum of understanding into which they entered in 2002 (“2002 MOU”), and they do so pursuant to the terms and conditions set forth below.

RECITALS

- A. Yocha Dehe means “home by the spring water” in the Tribe’s native Patwin language, and literally describes the lands upon which its people live, and have lived, since time immemorial, with reference to the adjacent Cache Creek waterway that has long provided its people sustenance;
- B. In the early 1900s, the United States relocated the Tribe’s people to a barren, non-irrigable parcel in Rumsey, the town for which the Tribal government and reservation was once named, and thereafter, to a small parcel of land to the south in Brooks, where the Tribe’s people managed to cultivate small amounts of food, but nonetheless lived in poverty, depending on the United States for survival;
- C. In 1985, Yocha Dehe established a small bingo hall, which generated money to strengthen its government and provide for the health and welfare of its struggling population. With the subsequent enactment of the federal Indian Gaming Regulatory Act, the Tribe was able to pursue broader forms of gaming, entering into a gaming compact with the State of California in 1999 for “Class III,” Las Vegas-style gaming (“Tribal-State Compact”);
- D. The Tribal-State Compact, which the Tribe and State amended in 2004 and again in 2016, has enabled the Tribe, through revenues generated by its Class III gaming operation, to strengthen its government, achieve economic independence and establish diverse forms of economic development, sustain its cultural identity and traditions, and protect from desecration sacred sites and cultural resources affiliated with the Patwin people, all while providing essential governmental services to its citizens, including education, housing and healthcare;

E. Gaming has also empowered the Tribe to assist and support the County and the local community in meaningful ways, with Yocha Dehe donating over \$32 million in philanthropic support to local, regional and national non-profits and public service organizations; providing the County over \$72 million over the life of the 2002 MOU, on top of \$7 million for infrastructure improvements and other enhancements; creating over 2,000 permanent jobs, thereby generating direct, induced and indirect economic output in and beyond the County in the hundreds of millions of dollars every year; and operating an internationally-accredited fire department and a custom crush olive mill that serves not only the Tribe but the local community as well;

F. The County's Board of Supervisors and Yocha Dehe's Tribal Council have developed a strong and mutually respectful government-to-government relationship, recognizing each has a responsibility to provide for the health and general welfare of their respective constituents;

G. In 2002, at a time when no gaming compact with the State of California required tribes to enter mitigation agreements with local jurisdictions, the Tribe and County nonetheless entered into the 2002 MOU designed to mitigate the impacts of the Tribe's gaming operation and otherwise address the parties' respective obligations to each other (hereinafter "2002 MOU");

H. Under the 2002 MOU, the Tribe committed an annual sum of money that not only compensated the County for costs it would incur because of Yocha Dehe's gaming operation, but that would also provide additional direct financial support to the County for the overall benefit of its residents;

I. Because the 2002 MOU was set to expire in 2020, the County and Tribe have agreed to renegotiate, renew and restate that agreement, pursuant to the terms and conditions set forth herein, while also entering a new intergovernmental agreement designed to the mitigate the potentially significant off-reservation impacts attributable to an expanded Cache Creek Casino Resort that will feature more hotel rooms, a ball room, more restaurants, and related amenities ("Hotel Expansion Project");

J. In compliance with the Tribal-State Compact, the Tribe conducted and has now completed its environmental analysis of the potentially significant off-reservation impacts associated with the Hotel Expansion Project, a process in which the County and other agencies, stakeholders and members of the public participated, and the comments from which the Tribe considered before finalizing and certifying the Final Tribal Environmental Impact Report ("Final TEIR");

K. By virtue of this public environmental review process, the Tribe has agreed to implement identified mitigation measures designed to eliminate or reduce to a less than significant level any potentially significant impacts to the off-reservation environment resulting from the Hotel Expansion Project;

L. In addition, the Tribe has agreed to enhance fire service and law enforcement in the Capay Valley, expanding services not only for Tribal citizens, patrons and employees, but for all residents in the area;

M. This newly negotiated intergovernmental agreement will ensure the County is not only compensated for all costs it incurs because of the Hotel Expansion Project, but that it also continues to receive monetary support that benefits County operations and residents;

N. In addition, by this new Agreement, the Tribe has promised to ensure that the Capay Valley community receives a direct financial benefit from the gaming operation, with annual monetary support

to be used for projects, enhancements and/or initiatives to be implemented in the Capay Valley for the overall benefit of the community and people who live there;

O. To this end, this Agreement represents the culmination of a collaborative partnership by two governments with a shared vision and common goals designed to enhance the lives of their respective communities and constituencies;

P. Likewise, the Agreement represents a renewed commitment by the Tribe to the County and local community, with Yocha Dehe agreeing to provide more money and benefits than the law technically requires, and at the same time, enhance safety and security for all by providing supplemental fire services and law enforcement not strictly limited to serving the Tribe's gaming operation;

Q. In the exercise of its sovereignty, Yocha Dehe elects to exceed the obligations under its Tribal-State Compact, recognizing that the Tribe's interests are best served by helping neighboring governments and residents, and further recognizing the value of partnering with the County to enhance the quality of life for all;

To achieve these purposes, and in consideration of the mutual promises set forth below, the legal sufficiency of which is hereby and expressly acknowledged, the County and the Tribe agree as follows:

AGREEMENT

1. Monetary Commitments. The Tribe agrees to pay directly to the County, and annually commit funding for and on behalf of the local Capay Valley community, as follows:

a. One Time Payments to the County. The Tribe agrees to provide the County one million dollars (\$1,000,000) upon full execution of this Agreement, and an additional five hundred thousand dollars (\$500,000) ninety days after construction of the Hotel Expansion Project begins.

b. Annual Payments to the County. Beginning October 1, 2017, the Tribe agrees to annually pay the County six million, one hundred and sixty thousand dollars (\$6,160,000). This lump sum payment is to be made to the County every year on the same date. The purpose of these payments is to reimburse the County for any costs associated with the Tribe's gaming operation, and additionally to support the County's general operations. Subject to the County's commitment to use all or a portion of these funds to cover any costs it incurs that are attributable to the gaming operation (including, but not limited to, the costs of law enforcement provided by the Yolo County Sheriff's Department), nothing herein shall otherwise be construed to impede the County's discretion in the use of these funds.

(i). Consumer Price Index. On top of the above annual lump sum payment, and subject to the cap set forth in Section 1(b)(ii), the Parties agree that every three years (that is, beginning with the payment due in 2020 and every three years thereafter) a 2.15% Consumer Price Index adjustment shall apply to four million dollars (\$4,000,000) on a simple adjusted basis. This means that every three years, 2.15% shall be applied to the \$4 million sum and added to the payment referenced in Section 1(b).

(ii). Cap. The Parties further agree that the Tribe's annual payment obligation to the County shall be subject to a \$7.5 million cap. The cap applies solely to payments made under Sections 1(b) and 1(b)(i). It does not apply to money that might be paid to or on behalf of the County under other provisions of this Agreement or outside this Agreement, for example, by virtue of redirected funds provided through credits available to Yocha Dehe under its Tribal-State Compact.

c. Direct Funding Commitment for Local Enhancements and Improvements. The Tribe hereby commits to providing a certain level of funding to be used within the Capay Valley for the purpose of enhancing and improving the quality of life for its residents. With the Capay Valley consisting of Capay, Esparto, Guinda, Madison, Rumsey and their adjacent rural communities, the Tribe agrees to commit one hundred thousand dollars (\$100,000) for this purpose upon full execution of the Agreement, and three hundred thousand dollars (\$300,000) each calendar year, commencing when the expanded Resort is open and operational (applied on a pro rata basis during the initial year of operation). These funds shall be directed towards projects, initiatives, and/or services the Tribe identifies in collaboration with residents and stakeholders in the Capay Valley. The funding is designed to improve, enhance, or revitalize the local Capay Valley community, through economic development, economic revitalization, needed or desired infrastructure, and/or additional public services or projects the community may need or desire.

d. Gambling Addiction. The Tribe will pay twenty-five thousand dollars (\$25,000) on or about July 1 each year to a gambling addiction program of its choice, selected after consultation with the County.

2. Enhancing Law Enforcement and Fire Service for the Capay Valley.

a. Yolo County Sheriff's Department.

i. When construction of the Hotel Expansion Project begins, the Tribe will pay one hundred thousand dollars (\$100,000) to the Yolo County Sheriff's Department to cover heightened law enforcement services during the construction period. Thereafter, when the Hotel Expansion Project is completed and operational, the Tribe will provide the annual funding necessary to support the hiring of two additional deputies by the Sheriff's Department to patrol the Capay Valley. This annual funding commitment will be paid directly to the Sheriff's Department on or about July 1 each year, and it is subject to a cap of three hundred thousand dollars (\$300,000), requiring a showing of actual costs incurred by the Sheriff's Department. Notwithstanding the foregoing, and upon a proper showing by the Sheriff's Department, the Tribe will cover any future actual annual increase in compensation (and benefits) for the two additional deputies. The funds owed during the first year of operation shall be pro-rated based on the timing of the opening.

ii. After consultation with the County and Sheriff's Department, the Tribe reserves the option to increase this commitment, so as to annually provide funding for additional law enforcement services in the Capay Valley through up to two more deputies (in addition to the two deputies referenced in Section 2(a)(i)), if Yocha Dehe concludes, in its sole discretion, that such is appropriate or desired.

iii. The Tribe further agrees to fund the acquisition of two to four additional law enforcement vehicles (depending on the number of deputies added under subsections (i) and (ii)), including subsequent replacement vehicles at reasonable and customary intervals, on the condition that said vehicles shall identify Yocha Dehe as the source of their funding.

b. California Highway Patrol. When construction of the Hotel Expansion Project begins, the Tribe shall pay ten thousand dollars (\$10,000) to the California Highway Patrol. This amount will increase to twenty thousand dollars (\$20,000) annually when the Hotel Expansion Project is completed and operational. The funding shall be pro-rated based on the corresponding construction and operation periods during the initial year of operation.

c. Fire Service / Emergency Medical Services (“EMS”). The Tribe operates an internationally accredited fire department, the Yocha Dehe Fire Department, which is the first responder for any fire or emergency at the Cache Creek Casino Resort. The Fire Department also serves the larger community pursuant to automatic and mutual aid agreements. Given the possibility that Cache Creek Casino Resort may at some point require the assistance of other fire service agencies, the Tribe hereby agrees to provide an annual payment to cover the possibility of these services. The Tribe will pay twenty thousand dollars (\$20,000) per year during the construction period, and fifty thousand dollars (\$50,000) per year once the Hotel Expansion Project is operational. The money (which shall be prorated based on the corresponding construction and operation periods during the initial year of operation) shall be allocated among the various fire districts that serve the gaming operation, with the allocation to be determined by the Tribe in consultation with the area fire service districts and in collaboration with the County. With respect to EMS, the Tribe has the only paramedic fire department in Yolo County, and contracts with the Yolo County Emergency Medical Service Agency to provide ambulance service transportation. The Tribe remains committed to contracting for EMS during this Agreement.

d. Shared Cell Service. Yocha Dehe agrees to continue to permit emergency service providers, such as law enforcement departments, fire departments, fire protection districts, the Yolo Emergency Communications Agency, and health officials, to use the Tribe’s upgraded cell service system on trust land at no cost to any such provider or to the County.

4. Commitments Designed to Protect The Environment.

a. Beneficial Design Commitments. The Tribe agrees to be bound by the beneficial design commitments within the Hotel Expansion Project Final TEIR, whether or not characterized as *per se* mitigation measures. Specifically, the Tribe remains committed to the following commitments described in the Final TEIR: (1) eliminating bath tubs for the non-suite hotel rooms within the Hotel Expansion Project; (2) meeting or exceeding the standards of the California Building Code in construction of the Hotel Expansion Project; (3) complying with Tribal codes and applicable federal laws regarding public health and safety; (4) increasing carpooling and public transit incentives during peak times; (5) participating in available programs to reduce energy demand, with the long-term goal of reducing demand by up to 10% below Title 24 standards; (6) using landscaping to soften off-reservation views of the Hotel Expansion Project; (7) ensuring the Hotel Expansion Project is compatible with the aesthetics of the Cache Creek Casino Resort and the surrounding area; (8) using best management practices to control erosion and runoff during construction; (9) implementing industry standard noise-reducing design features for the proposed ballroom; and (10) implementing design elements for energy efficiency that not only meet but exceed Title 24 requirements.

b. Mitigation for Physical Impacts to the Off-Reservation Environment. Consistent with the Tribal-State Compact, the Tribe is committed to the mitigation measures identified in the Final TEIR. Specifically, the Tribe agrees to implement the mitigation set forth in Section 4.0, the Mitigation Monitoring and Reporting Program, which identifies 12 measures covering traffic, biological resources, cultural resources, hazardous materials, fire prevention, hydrology and water quality and lighting. A copy of the Mitigation Monitoring and Reporting Program is attached to this Agreement and incorporated herein by this reference. With respect to traffic mitigation, the Tribe agrees to pay its fair share of the identified mitigation projects, with the “fair share” determined after consultation with the California Department of Transportation (“Caltrans”). While the Tribe’s total fair share is expected to be approximately three million dollars (\$3,000,000), the Tribe commits a total of five million dollars (\$5,000,000) to be used for traffic improvements along SR-16. The Tribe will work with the County (and Caltrans) to prioritize those projects that are considered most beneficial and that can be built with the sum total of the Tribe’s committed funds. The Tribe will further collaborate with the County to

identify and secure other funding opportunities (including grant funding) to cover any cost differential between the Tribe's committed funds and the total cost of all identified traffic improvements (or other improvements the County may desire). In the event the traffic improvements can be constructed for less than \$5 million, the County may retain the differential to be used for road improvements of its choice. In addition, to the extent the County makes a showing for road improvements, upgrades or maintenance that are needed within the County (including the City of Woodland) by virtue of significant impacts demonstrably attributable to the gaming operation and related facilities that support the gaming operation, the Tribe will pay the County up to fifty-three thousand dollars (\$53,000) per year for such identified needed improvements, upgrades or maintenance.

c. Madison Road Improvements and Flood Hazard Coordination. The Tribe remains committed to provide Caltrans two million dollars (\$2,000,000) for road improvements in Madison. The Tribe and the County recognize the flooding problem in Madison creates serious public safety issues requires resolution by all stakeholders, including the local residents, Tribe, County and Caltrans. In consultation with Caltrans and other local, state, and federal agencies, as appropriate, the County agrees to work with the Tribe to jointly help resolve the flooding problem in Madison. The Tribe acknowledges that the County has no funds to resolve the problem, which must be funded through grants and other available monies; however, both parties agree that for the health and welfare of residents in and visitors to the Capay Valley, a solution must be found and implemented. The parties agree to use their best efforts to achieve that end.

d. Wastewater Treatment Plant Operations. The Tribe has operated, and will continue to operate, its wastewater treatment plant with treatment to a tertiary level. The existing storage reservoir is, and will continue to be, double-lined to prevent leakage.

e. Water Recycling Program. Yocha Dehe has used, and will continue to use, an aggressive water recycling and conservation program, and it will continue to provide the County regular monitoring reports related to the Resort's groundwater supply. The Tribe has a vested interest in protecting the aquifer that serves the Resort, as well as the Tribe's farming operations, and those of its neighbors. If the aquifer that serves the Resort becomes compromised, the Tribe will actively participate in protective measures in collaboration with the County. Subject to obtaining the necessary permits and approvals for off-site storm drainage facilities, the Tribe will, to the extent feasible, prohibit any wastewater or casino/hotel storm water discharge to the nearby Cache Creek.

f. Adherence to Air Quality Standards. The Tribe is generally subject to the authority of the U.S. Environmental Protection Agency, and it will continue to comply with all applicable EPA air quality requirements. To the extent the Yolo-Solano Air Quality Management District ("YSAQMD") performance standards for construction equipment are more protective of air quality than the corresponding EPA requirements, the Tribe will adhere to the more protective standards, albeit without submitting to the jurisdiction or authority of the YSAQMD.

g. Aesthetic Commitments. The Tribe remains committed to measures designed to minimize visual impacts of the Cache Creek Casino Resort. This includes use of downward cast lights in the parking lot and surface lots, and ensuring landscaping is provided along State Route 16. In addition, the Tribe will use landscaping within its parking lots to increase shade and reduce ambient heat, and use consistent building materials to protect and harmonize the overall aesthetic of the facility.

5. Further Financial Support for Public Transit or Development of Park & Ride. The Tribe currently has an agreement with the Yolo County Transit District ("YCTD") and the County under which it provides significant annual subsidies (over \$1.5 million per year) to enhance the public transit available for employees and patrons commuting or traveling to and from Cache Creek Casino Resort. For the

Hotel Expansion Project, YCTD had requested additional subsidies that include two additional daily routes for the Yolo Bus that serves the Capay Valley, along with a comprehensive marketing program to encourage the use of Yolo Bus by the Resort's employees and patrons. At the same time, the YCTD has suggested maintaining the possibility of developing a Park & Ride facility in Woodland. No active plans to develop such a facility exist. Since the 2002 MOU's entry, as amended by subsequent agreement with YCTD and the County, the County and the Tribe have concerns about the efficacy and value of a Park & Ride when public transit is now more widely available, and already efficiently delivering riders to and from the Cache Creek Casino Resort. Moreover, the Final TEIR identified no impacts that would otherwise justify the provision of additional public transit or development of a Park & Ride. Nonetheless, the parties are amenable to further collaborating with YCTD to explore which options make the most sense, from the standpoint of efficiently using resources and effectively delivering riders to and from the Cache Creek Casino Resort. With that goal in mind, the Tribe and County agree to work in good faith towards a common sense resolution in consultation with YCTD that may include a combination of measures such as additional routes, a comprehensive marketing program, and/or a renewed effort to develop a Park & Ride facility. Absent any contrary agreement within one year after this Agreement is fully executed or the commencement of Hotel Expansion Project operations, whichever comes later, the Tribe will provide the additional routes and comprehensive marketing program requested by YCTD in its letter dated November 3, 2016. In such event, no further collaboration toward development of a Park & Ride facility is required.

6. CEQA Compliance. With respect to the County, this Agreement is a funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The County acknowledges that, as and to the extent required by law, it will comply with CEQA before approving or otherwise committing to any project within its regulatory authority that is described in or arising from this Agreement. Nothing in this Agreement shall be construed in a manner that limits the County's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is construed as a default of any obligation undertaken by the Tribe under this Agreement.

7. Miscellaneous.

a. Term. The term of this Agreement shall be for 22 years after the date of its full execution, with the understanding that the Tribe, in its discretion, may extend the term by an additional five years after the existing Tribal-State Compact (which expires in 2041) is renegotiated. To the extent the Tribal-State Compact is renegotiated prior to its expiration, the Tribe, in its discretion, may require that the County renegotiate this Agreement within 5 years thereafter to address any material conflicts between this Agreement and the renegotiated Tribal-State Compact that are not otherwise within the scope of the reopener provision in subsection b, below. Assuming the requirements of the reopener provision are otherwise satisfied, the renegotiation of the Tribal-State Compact may constitute an unforeseeable event that would trigger the reopener provision.

b. Reopener. Either party may request that the other party renegotiate one or more terms of the Agreement if and only if: (i) there is a significant change that directly or indirectly relates to a party's expectations under this Agreement; (ii) that change materially impacts the requesting party; and (iii) that change could not have been reasonably anticipated at the time of entering this Agreement. Such changes may include, but are not limited to, any act by the United States or State of California (including any initiative or referendum action by the people of California) that vitiates or materially diminishes the right of California tribes to engage in Class III gaming on their lands, such as, by way of example, any state or federal law (1) extending gaming to non-Indians or non-Indian lands; (2) authorizing Class III gaming on the Internet, and/or (3) otherwise adversely impacting Tribal

exclusivity to engage in Class III gaming in ways not presently foreseeable. In addition, due to the potential effect of increased competition on the economic status of Cache Creek Casino Resort, the Tribe may seek to reopen negotiations of this Agreement if any other tribal government receives an approval to game in Tribe's market area, specifically, within the counties of Yolo, Alameda, Contra Costa, Marin, Sacramento, Santa Clara, San Francisco, Solano and Sonoma. The parties do not currently anticipate that the Wilton Rancheria's planned gaming operation will pose a significant adverse effect justifying a reopener, but the parties agree Yocha Dehe may seek to renegotiate this Agreement if that conclusion proves inaccurate, and Yocha Dehe makes a proper showing to the County as to the adverse material effect of this future gaming operation. In the face of that showing, the County may not unreasonably withhold its willingness to renegotiate in good faith. Likewise, the County shall be entitled to reopen negotiations if state or federal law changes in a manner that materially increases the County's responsibility for off-reservation mitigation, including, but not limited to, construction of traffic improvements of state highways, responsibility for law enforcement, road surface maintenance, or traffic safety measures.

c. Dispute Resolution.

i. Voluntary Dispute Resolution. In recognition of the mutually respectful, government-to-government relationship of the Tribe and the County, the parties will use their best efforts to resolve disputes occurring under this Agreement by good faith negotiation whenever possible. Therefore, the parties agree that disputes between the Tribe and County will first be subjected to a process of meeting and conferring in good faith. To that end, in the event of a dispute as to compliance with the terms and conditions of this Agreement, the parties agree as follows:

(1) Either party will provide the other, as soon as reasonably possible after an event giving rise to concern, a written notice setting forth, with specificity, the issues to be resolved;

(2) The parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after receipt of the notice, unless both parties agree in writing to an extension of time;

(3) If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by arbitration offered by JAMS;

(4) Each party shall bear its own costs, attorneys' fees and one half the costs and expenses of JAMS and the arbitrator. There shall be a single neutral named, unless the Tribe or the County objects, in which case a panel of three arbitrators (one of whom is selected by JAMS and one by each party) will be named;

(5) The provisions of Section 1283.05 of the California Code of Civil Procedure will apply to the arbitration; however, no discovery authorized by that section may be conducted absent good cause and leave of the arbitrator (or arbitral panel). The arbitral award will be in writing, and provide reasons for the decision. However, either party may file an appeal pursuant to the procedures authorized by JAMS.

ii. Limited Waiver of Sovereign Immunity.

(1) The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County for the limited purpose of resolving any

dispute arising out of this Agreement to be resolved by arbitration pursuant to the terms and conditions herein. The Tribe consents to the jurisdiction of Sacramento County Superior Court solely for the purpose of compelling arbitration pursuant to the terms of this Agreement, and the enforcement of any arbitral award arising out of a dispute under this Agreement.

(2) The Tribe's waiver of sovereign immunity from unconsented suit or arbitration arising out of this Agreement is specifically limited as follows:

(A) The claim must be brought by the County and not by any third party;

(B) The claim is against the Tribal government only, and not any Tribal official, agent, or employee;

(C) The claim alleges a material uncured breach by the Tribe of one or more specific obligations or duties it expressly assumed under the terms of the Agreement (or any properly adopted addendum);

(D) The claim seeks some specific action, or discontinuance of action, by the Tribe, to bring the Tribe into full compliance with the duties and obligations it expressly assumed under the Agreement, and/or the claim seeks money damages (except special, punitive, exemplary or consequential damages) for an alleged material, uncured breach of the terms of the Agreement;

(E) The claim is first made in a detailed written statement to the Tribe, stating the specific action or discontinuance of action by the Tribe which would cure the alleged breach or non-performance, and/or sum of money claimed to be due and owing from the Tribe, and the Tribe has failed to cure such breach, non-performance, or non-payment pursuant to the meet and confer provisions set forth herein;

(F) Any claim for money damages shall be limited to compensatory damages under the Agreement, and be limited to the undistributed revenues of the Cache Creek Casino Resort.

(3) The limited waiver shall be limited to the Tribe, and shall not be construed as a waiver of any immunity of any elected or appointed officer, official, citizen, manager, employee or agent of the Tribe. In addition to the foregoing limitations, the regulatory actions or activities of the Yocha Dehe Tribal Gaming Agency, including, without limitation, activities related to licensing, investigations, suspensions of licenses and revocations of licenses, shall remain inviolate, and shall not be included within, or subject to, any waiver of sovereign immunity.

d. Notice. All notices required by this Agreement shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Tribe as set forth below:

For the Tribe:

Chairperson and Legal Counsel
Yocha Dehe Wintun Nation

P.O. Box 18
18960 Puhkum Road
Brooks, CA 95606

For the County:

Yolo County Administrative Officer and County Counsel
County of Yolo
625 Court Street, Room 202
Woodland, CA 95695

All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by the first class, priority or certified mail, or other means of delivery (Federal Express). Any party may change the address to which such communications are to be given by providing the other party with written notice of such change, at least fifteen (15) calendar days prior to the effective date of the change.

e. No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

f. Amendments. This Agreement may be amended only by written instrument signed by the County and the Tribe and authorized by the Board of Supervisors and the Tribal Council.

g. Waiver. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

h. Authorized Representatives. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.

i. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each party.

j. Non-Severability. It is the express intent of the parties to this agreement that if any provision of this Agreement is held by a court of competent jurisdiction (including an arbitrator or arbitral panel), following exhaustion of all appeals and pursuit of all remedies, to be invalid or unenforceable, regardless of the perceived or actual materiality of such provision, the remainder of the Agreement will also be deemed invalid and unenforceable. In such event, the Agreement will not be subject to reformation or other equitable or legal remedy, inasmuch as the provisions of this Agreement fully set forth the entire agreement of the parties, and the invalidity or unenforceability of any provision of this Agreement is expressly intended by the parties to result in the invalidity and unenforceability of the remainder of the Agreement. It is expressly not the intent of the parties that a court of competent jurisdiction (or arbitrator/arbitral panel) substitute its (or his/her) determination of the intent of the parties in such event. If a court of competent jurisdiction (or arbitrator/arbitral panel) determine(s) that a provision of this Agreement is invalid or unenforceable, this Agreement automatically terminates, and the parties agree to promptly renegotiate a new Agreement in good faith.

h. Entire Agreement. Aside from the existence of a separate funding agreement between the County, Tribe and YCTD, this Agreement constitutes the entire agreement between the County and the Tribe and supersedes all prior negotiations, representations, or other agreements, whether written or oral. By virtue of the entry of this Agreement, the 2002 MOU entered by the County and the Tribe is hereby terminated, with all provisions set forth in the 2002 MOU extinguished. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

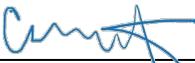
COUNTY OF YOLO:

Dated _____, 2017

Duane Chamberlain, Chairman

Approved as to Form:

Dated March 29, 2017



Philip Pogledich
Yolo County Counsel

Attest:

Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

YOCHA DEHE WINTUN NATION

Dated _____, 2017

Leland Kinter, Tribal Chairman

Approved as to Form:

Dated _____, 2017

Paula M. Yost
Legal Counsel for Yocha Dehe Wintun Nation