

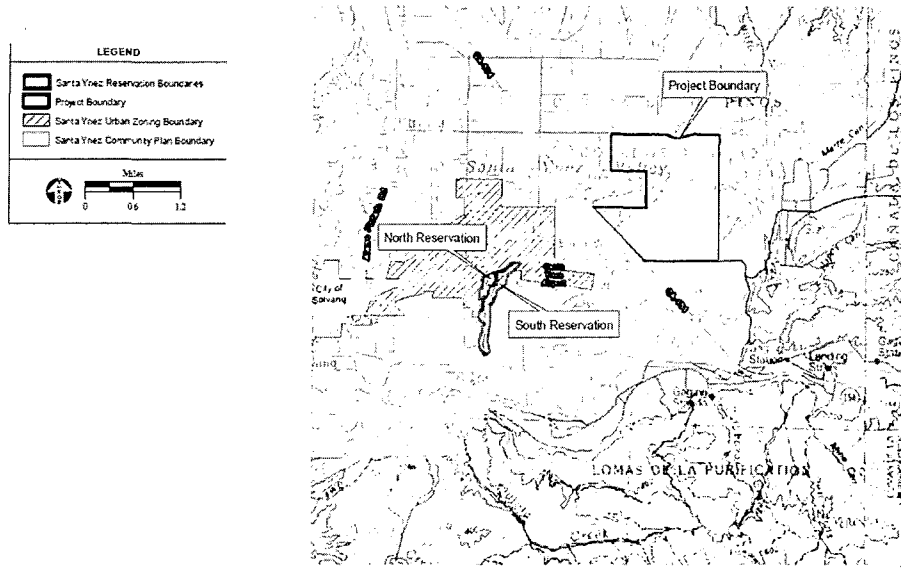
**Intergovernmental
Memorandum of Agreement – Camp 4
County of Santa Barbara
&
Santa Ynez Band of Chumash Indians**

Santa Barbara County Board of Supervisors
October 31, 2017

Background - Camp 4 FTT Acquisition

- The proposed Camp 4 project encompasses over 1,400 acres
 - Property, acquired by the Santa Ynez Band of Chumash Indians in 2010, is also in a multi-year Agricultural Preserve (Williamson Act) contract.
- The Environmental Assessment prepared for Camp 4 identifies two development alternatives.
 - Alternative A consists of 1,433 acres to be converted to 143 five-acre residential lots.
 - Alternative B consists of 143 one-acre residential lots and 30 acres for Tribal facilities –
 - Referenced in Agreement

Camp 4 Vicinity Map



Background

- **August 25 & September 15, 2015** - Established and clarified role of Ad Hoc Subcommittee Farr and Adam (9 public meetings)
- **January 10, 2017** – Supervisors Hartmann & Williams appointed to serve on the short-term Ad Hoc Subcommittee
- **January 10, 2017** – Board directed County Counsel to initiate federal litigation if BIA Regional Director decision was affirmed
- **January 19, 2017** – Interior affirmed Regional Director's decision to take Camp 4 into trust & concluded adequate NEPA review
- **January 28, 2017** – County Counsel filed in Federal District Court
- **February 7, 2017** – Board of Supervisors renewed the short term advisory Ad Hoc Subcommittee
- **February 2017 began** – New Ad Hoc Subcommittee and Tribal Business Committee (Met on 9 occasions formally)
- **September 2017 to October 2017**- Three public meetings

Ad Hoc Subcommittee Established August 25, 2015 – Established with New Members on February 7, 2017

Purpose of Ad Hoc Subcommittee and Direction by the Board of Supervisors:

Engage the Santa Ynez Band of Chumash Indians in discussions related to land use and financial matters of mutual concern that include but are not limited to the Waiver of Sovereign Immunity, Santa Ynez Valley properties of interest inclusive of the Camp 4, Mooney, Escobar and 350 acre "Triangle" properties and other general topics between the County and the Tribe as appropriate...

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External Factors

- The January 19 action by the Department of Interior that changed the status of Camp 4
- Litigation has been filed in federal district court
- Congress is poised to act on HR 1491
- Supreme Court will soon hear arguments about whether or not Congress has the right to dismiss FTT litigation.

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Guiding Points

- Build on the early work of previous Ad Hoc Subcommittee and Tribe in the public process
- Recognize Tribal sovereignty and self governance
- Recognize need for Tribal housing
- Recognize critical services provided by County and Tribe
- Protect the rural character of the Santa Ynez Valley
- Provide greater certainty regarding development and timing
- Establish strong model for government-to-government relations
- Address fiscal and environmental impacts

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Discussions - Broad Range of Options

- Discussed broad range of options suggested by County, Tribe and community.
- Explored options “outside the box” to achieve goals of County and Tribe.
- Discussions were intense, sincere and thorough.

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Summary of Key Terms in Agreement

- Waiver of Sovereign Immunity
- Term
- Land Use & Mitigation of Environmental Impacts
- Fiscal
- Safety & Code Compliance
- Land Use
- Dismissal & Support Provisions

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Questions Posed by the Community in Following Areas:

- | | |
|---|---|
| <ul style="list-style-type: none">• Scope of Agreement• Term• Support of Legislation• Fiscal Component• Land Use<ul style="list-style-type: none">– Gaming– Water– Commercial– Tribal Facilities• Enforceability – Waiver of Sovereign Immunity• Public Process - Timing | <ul style="list-style-type: none">• Tribal Land Consolidation Area• Development Options– Views/ impacts from exiting residential (Baseline and Linda Vista)• Natural Resources (Mitigation Monitoring & Enforcement Plan)• Location of Tribal Hall• Traffic• Solid Waste Hauling |
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Enforceability - Waiver of Sovereign Immunity

- Enforceable Agreement protects and secures stated land uses for term of agreement.
- Without a local agreement with an enforceable WOSI by Tribe – no protections.
- August 2015 to March 2016 WOSI discussed at Ad Hoc Subcommittee
- August 30, 2016 Report to the Board of Supervisors on WOSI and separately approved agreement for law enforcement services with waiver.
- Consistent with County/Tribe law enforcement service contract.
 - County has 2 contracts for Law enforcement services with the Tribe
 - November 4, 2014 - Approved by Board of Supervisors– No waiver – Pre-payment to mitigate risk
 - August 30, 2016 - Approved by Board of Supervisors – Contains WOSI

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Enforceability - Waiver of Sovereign Immunity

- Tribe's General Council will vote on the proposed Memorandum of Agreement.
- If approved by vote:
 - the General Council will approve a Resolution authorizing the Tribal Chairman to sign the proposed Memorandum of Agreement and approve waiving sovereign immunity.
- The Resolution, once executed by the Tribal Chairman, will be attached as Exhibit D to the proposed Memorandum of Agreement.
- There are no third-party beneficiaries to the waiver.

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Enforceability - Waiver of Sovereign Immunity

Tribe expressly and irrevocably waives for term of Agreement its right to assert its sovereign immunity from suit and enforcement and execution of any ensuing judgment or award and consents to be sued in the federal courts of the United States or the state courts of the State of California provided that the dispute is limited solely to issues arising under this Agreement.

Limited WOSI by Tribe, consent to jurisdiction, and no exhaustion of Tribal remedies.

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Term

- Agreement effective on the latest of the dates upon which each of the following conditions met:
 - Approval of Agreement by the County of Santa Barbara Board of Supervisors;
 - Approval of the General Council of the Tribe, which includes approval of the Tribe by vote and authorization for Chairman Kahn to sign the Agreement;
 - Dismissal of the County's federal litigation,
 - Written approval by the Secretary of Interior or the written determination by the SOI that approval of the Agreement is not required.
- Agreement shall be in effect until December 31, 2040.
- Reopeners provided for in Agreement.

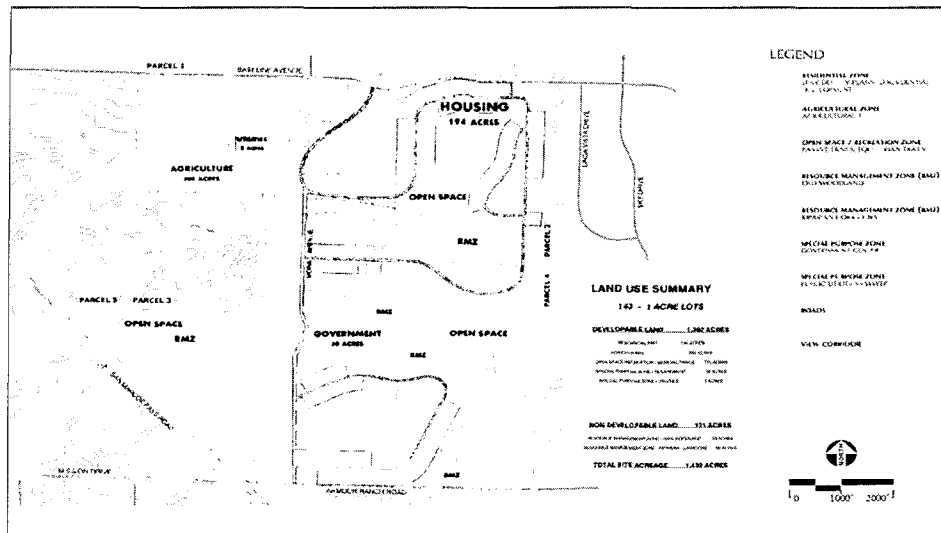
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Scope of Agreement

- Agreement addresses Camp 4
- In absence of Fee to Trust Reform - Tribes not mandated to secure agreements

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Camp 4 Land Use Map



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Land Use

- No Tribal Land Consolidation Area
- **No gaming allowed – EA and legislation disallows**
- Tribe to comply with the Final EA, FONSI and Alternative B of the Final EA as adopted May of 2014, including:
 - No buildings on Camp 4 within 985 feet of State Highway 154; and
 - All required mitigation measures in the FONSI and Final EA (Alternative B)– be implemented.
 - Compliance with the FONSI and Final EA also shall not preclude solar energy on Camp 4. *All forms of solar energy are prohibited on Camp 4 within 985 feet of State Highway 154.*

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Land Use - Mitigation Monitoring Plan -Water

- **No Export of Water**
- Water Use - Drought = No net Increase
Non Drought = +4 AFY
- 2005 Green Building Guidelines and LEED for homes criteria
- Indoor plumbing: highest efficiency fixtures and fittings available
- Less landscaping for clustered one-acre lots than 5 acre lots
- Native landscaping and drought tolerant species emphasized
- Tertiary wastewater treatment plant and recycling
- Recycled water for landscaping
- Recycled water for plumbing in all government buildings (Tribal Hall)
- Recycled water for vineyards and all irrigation as feasible
- Reduction in vineyard by 50 acres and corresponding decrease in water use by 50 acre feet
- Areas outside of buildings and roads would be kept as permeable surfaces to the extent practicable (promote groundwater recharge)
- Rooftop runoff directed towards vegetated areas and splash blocks and not underground storm drains (again to promote groundwater recharge)
- Special limits during periods declared as drought by County: no turf grass irrigation
- Separate from Agreement and EA: Tribe to participate in SGMA process

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Land Use

- Limits on Commercial
 - No Commercial proposed (Ag commercial currently allowed)
 - 206 acres of Ag
 - Net decrease in commercial as no winery in approved project
- Provision of Open Space
 - 869 acres of open space recreational
 - 98 acres RMZ– Riparian
 - 33 acres RMZ- Oaks Woodland
- Tribal facilities
 - 30 acres special purpose – Tribal facilities
 - Tribal members and guests for tribal events functions and ceremonies – 250 parking spaces – 100 events (language, culture nights, AA meetings & 4H)
 - No Alcohol– Same rules as existing Tribal Hall

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Land Use

- Development Options
 - 8 - 1 acre scenarios considered. Alternative B
- No structures 985 Feet of HWY 154
 - Open space and recreational area adjacent to 154
 - Tribal housing separated from 154 by 985 ft. open space zone
- Building Height
 - 75 % of single family residences single story

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County Land Use Policies

- Compliance with SYVCP
 - Pursuit of an enforceable Intergovernmental Memorandum of Agreement for "Camp 4" is consistent with the policies contained within the Santa Ynez Valley Community Plan
 - LUC-SYV- 6 - The County shall oppose the loss of jurisdictional authority over land within the plan area where the intended use is inconsistent with the goals and polices and development standards of the Plan or in the absence of a satisfactory enforceable agreement. In addition, Action LUG- SYCV-6.1 indicates, the County shall pursue legally enforceable government-to-government agreements with entities seeking to obtain jurisdiction over land within the Plan Area to encourage compatibility with the surrounding area and mitigate environmental and financial impacts to the County.

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Fiscal

- County and Tribe differing perspectives on service impacts costs
- Development of the Camp 4 property may, in some cases, result in impacts and costs to the County.
- County does not have permitting authority over development on lands held in trust and that the payments made under this Agreement do not constitute taxes, exactions, or fees.
- Payments are approximate off-sets to the potential losses and impacts to the County and are intended to support an approximate level of County services to Camp 4, and affected communities.

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Fiscal

- Tribe to pay County a flat annual fee of \$ 178,500 -- due in four (4) equal quarterly payments.
 - Payments expire in full upon expiration of Agreement on December 31, 2040.
- Tribe to comply with the terms of the Williamson Act contract on Camp 4 until December 31, 2023. Payments begin after the expiration of the Williamson Act contract on December 1, 2023
- If the Williamson Act contract is cancelled or terminated prior to December 31, 2023 through the passage of H.R. 1491, these payments to the County would begin upon completion of the first home on the Camp 4 property
- Payments to the County may qualify as "Credits Related to Payments Due Under Section 5.2" pursuant to Section 5.3 of the Tribe's Tribal-State Compact
- County agrees to support the Tribe getting credit for those payments.

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Fiscal – Transportation & Circulation

- Near Term
 - Pay "fair Share" of cost of roundabout (23.2%) -SR 246 at 154 (Cal Trans installed)
- Cumulative
 - SR 154 corridor
 - Signalization or roundabouts – TBD by Cal trans
 - SR 246 Corridor
 - Signalization or roundabouts - TBD by Cal trans

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Dismissal of Litigation & Support Provisions

- Dismissal of Litigation
- Support of Legislation - HR 1491 with amendments

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Public Process

- Public Meeting of September 25 - Agreement not complete
 - Provided summary of known terms
- Board of Supervisors Agenda
 - Set Hearing of October 3, 2017
- Public meetings with full Agreement (October 5 & 9)
- Board of Supervisors consideration of agreement –
 - Originally set for October 17, 2017
- Continued to October 31, 2017

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Recommended Actions

That the Board of Supervisors:

- a. Approve and authorize the Chair to execute a Memorandum of Agreement with the Santa Ynez Band of Chumash Indians regarding "Camp 4";
- b. In accordance with the terms of the Memorandum of Agreement, authorize and direct the Chair to sign letters of support for H.R. 1491, in the form of Exhibit B to the Memorandum of Agreement;
- c. Provide other direction to the Ad Hoc Subcommittee on Tribal Matters and staff as deemed appropriate, and;
- d. Determine pursuant to CEQA Guidelines Section 15378(b)(4) and 15378(b)(5) that the above actions are not a project subject to CEQA review and direct staff to file a Notice of Exemption.

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Thank you

Website – www.countyofsb.org/tribal-matters.sbc