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October 10, 2017

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**Re: Intergovernmental Memorandum of Agreement - Camp 4
Hearing on MOA - - October 17, 2017**

Dear Supervisors Adam, Wolf, Hartmann, Lavagnino and Williams:

I live in Santa Ynez, California. The tentative "Intergovernmental Memorandum of Agreement - Camp 4" to allow the development of Camp 4 with 143 homes, tribal facilities, water treatment facilities, roads and infrastructure, among other things, is an excellent example of why "no agreement" is better than a "bad agreement." The public meetings to date and the lack of adequate disclosure and answers by the County confirm the "tentative" Agreement is a "bad agreement."

Supervisor Das Williams Has a Conflict of Interest:

Supervisor Das Williams served on the Ad Hoc Subcommittee Regarding Santa Ynez Valley Band of Chumash Indian Matters to negotiate with the Tribe who is Supervisor Williams' **largest** financial supporter. Supervisor Williams' comments at the meeting on October 5, 2017, failed to adequately address the substantial contributions from the Tribe. In fact, Supervisor Williams' unusual comments at the meeting clearly demonstrated his lack of understanding and appreciation of a blatant conflict of interest. The issue is not his accepting political contributions; rather, the issue is Supervisor Williams' ongoing involvement in negotiating with his **largest** financial contributor (Tribe) sitting across the negotiation table. If Supervisor Williams does not recognize and appreciate that conflict of interest, then his moral and ethical compass needs adjustment.

Does the County see anything wrong with Supervisor Williams negotiating with the Tribe who has generously financed Supervisor Williams' political career for years? The optics of the substantial financial payments by the Tribe to Supervisor Williams is very disturbing. Supervisor Williams must recuse himself as it is not clear whether his loyalty is with his major financial donor (Tribe) or with the communities in a district he does not represent.

Supervisor Steve Lavagnino Has a Conflict of Interest:

The Supervisors are scheduled to vote on the “tentative” Agreement on October 17, 2017. Supervisor Lavagnino received political contribution from the Tribe in 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017. The fact that Supervisor Laganino received substantial political contributions from the Tribe during pending litigation involving Camp 4 is appalling and inexcusable. Does the County see anything wrong with Supervisor Lavagnino voting on a matter that involves one of Supervisor Lavagnino’s **largest** financial supporters? The substantial financial payments by the Tribe to Supervisor Lavagnino is very disturbing. Supervisor Lavagnino should recuse himself.

The Agreement Was Negotiated in Secrecy and Lacks Transparency and Credibility:

The community was promised the County’s Camp 4 discussions with the Tribe would be transparent and shared with the public. Instead, the negotiations were conducted for months in secrecy without any input or comment from the community. Does the County see anything wrong with negotiating in secret without any transparency and public input or comment?

The County Has Denied the Community Adequate Time to Comment:

After a “tentative” Agreement was reached, the details of the Agreement were initially vaguely disclosed and the County rushed to set Public Meetings and a hearing for approval on short notice which precludes the community from having sufficient time to consider the Agreement and provide public comment. Does the County see anything wrong with denying the public a fair opportunity to review the Agreement and provide valuable public comment for the County to consider?

The Agreement is Contrary to the County’s Position in Litigation and Official Documents:

The “tentative” Agreement does **not** protect the environment or rural character of the Santa Ynez Valley and is contrary to everything Santa Barbara County has repeatedly stated in its filings with the federal government and in federal court, i.e., the County has repeatedly asserted the proper environmental review was **not** performed and the BIA’s decision was arbitrary, capricious, an abuse of discretion and/or otherwise not in accordance with law. For example, the County addressed the following issues in a recent document filed in federal court (County’s Memorandum of Points and Authority in Support of Temporary Restraining Order, filed January 28, 2017):

THE COUNTY IS LIKELY TO SUCCEED ON ITS CLAIMS.

THE BIA VIOLATED NEPA (Pg. 4);

1. The BIA Was Required to Prepare an EIS (Pg. 5);
2. The Final EA Failed to Meet the Requirements of NEPA (Pg.10)
 - a. The BIA Did Not Take the Necessary Hard Look (Pg. 11);
 - b. The Mitigation Measures Were Inadequate (Pg. 12);
 - c. The Cumulative Impact Analysis Was Inadequate (Pg. 14);
 - d. Not All Viable Alternatives Were Analyzed (Pg. 15);
3. The BIA Failed to Supplement its Environmental Review (Pg. 16)

Santa Barbara County is known for its strict restrictions and limitations on development and making life difficult for those who want to develop their property; unfortunately, the County is

disregarding its long tradition of allegedly protecting the environment and rural character of the Santa Ynez Valley by entering into a “tentative” agreement with the Tribe. Does the County see anything wrong with asserting one thing in official legal documents and then agreeing to something entirely contrary when negotiating with the Tribe?

Why No Set Back Along Baseline Road, Armour Ranch Road and Linda Vista?

The County’s “tentative” agreement provides for a 985 foot set back (“view shed protection zone”) from SR-154. Why no agreed upon “set back” along Baseline Road, Armour Ranch Road and Linda Vista? One would assume both the Tribe and County would be agreeable to a reasonable set back along Baseline Road, Armour Ranch Road and Linda Vista. Open areas should be agreed upon for the areas along Baseline Road, Armour Ranch Road and Linda Vista. The County’s failure to seek and obtain a set back along the above roadways is a further failure on the part of the County to protect the adjacent communities from excessive noise, development and traffic in close proximity to the above roadways.

The Agreement Denies the Community Its Legal Right to Challenge the BIA:

The County’s position is disingenuous that “Supporting H.R. 1491 allows the County to have the agreement referenced in the federal legislation so Congress and the Department of the Interior officials have notice that a local agreement exists and the Tribe has waived its sovereign immunity with respect to it.” The County’s position insults the intelligence of the community. Congress and the Department of Interior can receive “notice” by simply sending them a copy of any agreement. There is no need for the County to Support H.R. 1491 in order to give the federal government “notice” of any agreement or that the Tribe waived its sovereign immunity.

The “tentative” Agreement’s provision that the County support H.R. 1491 will deny members of the local community of their legal right to challenge in federal court the erroneous and illegal decisions of the BIA. Federal law expressly provides members of the community with the right to challenge erroneous and illegal decisions of federal agencies. Does the County see anything wrong with supporting a legislative bill that attempts to strip away the legal rights of the community?

The County is Not Protecting the Environment or Community:

Politicians reach agreements for a number of reasons, some of which are never publically disclosed. Here, the County said one thing about the development’s harmful impact on the environment and community and now the County is agreeing to allow the exact development the County previously stated will negatively impact the environment and community. The Tribe and the community should take notice the County will say one thing and do the opposite.

It appears the “tentative” Agreement was entered into out of fear and lack of desire by the County to fight for the environment and local community. That is what distinguishes the Tribe from the County. The Tribe is a worthy opponent and the Tribe will fight for what is best for the members of the Tribe. The County on the other hand is not willing to fight for the members of the community and for what is best for the environment. When things get difficult, the Tribe will stand and fight but the County is inclined to quit, run and abandon the environment and members of the community. The nominal payment of \$178,500.00 per year does not provide adequate compensation for the harm the development of Camp 4 will cause.

No Agreement is Better Than the “Tentative” Agreement:

The “tentative” Agreement is worse than no agreement for the community because the Agreement does **not** provide any significant benefit or certainty to the community. Many in the community do not share the County’s fear and apprehension of allowing the matter play out in Congress and the Courts. What is the worse case scenario for the County? No agreement, H.R. 1491 gets passed and is held to be constitutional, the land goes into trust, and the Tribe builds on the land as it desires which it may have the right to do anyway once the land is in trust. What is the worse case scenario for the Tribe? H.R. 1491 does not pass, the U.S. Supreme Court holds in *Patchak v. Ryan Zinke, et al.*, that legislation like H.R. 1491 is unconstitutional, the federal court finds the BIA’s decision was arbitrary, capricious, an abuse of discretion and/or otherwise not in accordance with law, and the land is taken out of trust.

If the parties let the matter play out in Congress and the courts, at least the parties can hold their heads up and say everyone tried their best and one side prevailed. At least that option avoids the obvious conflict of interest of a number of Supervisors and avoids agreeing to a development the County previously concluded will negatively impact the environment and not preserve the rural character of the Santa Ynez Valley.

A bad agreement quickly jammed down the throats of the community by the County is not what the community wants or deserves. Unfortunately, that is what the County is about to do despite the community’s strong opposition. The County’s agreeing to a “bad” agreement for the sole purpose of reaching any agreement is politics as usual and the environment and rural character of the Santa Ynez Valley will be sacrificed.

Please post this correspondence on the County’s website in connection with the Board of Supervisor’s meeting on October 17, 2017.

If you have any questions concerning this matter, please do not hesitate to contact me at BrianKramerLaw@aol.com or my office at 1230 Rosecrans Avenue, Suite 300, Manhattan Beach, California 90266, Tel. (310) 536-9501.

Very truly yours,
Brian Kramer
Brian Kramer

cc:

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