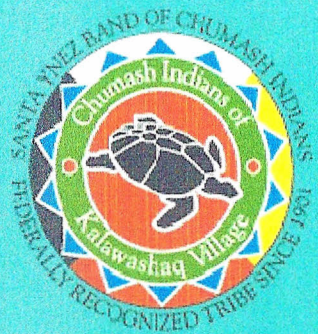


ATTACHMENT 1

Proposed Site Plan



SANTA YNEZ
BAND OF
CHUMASH
INDIANS

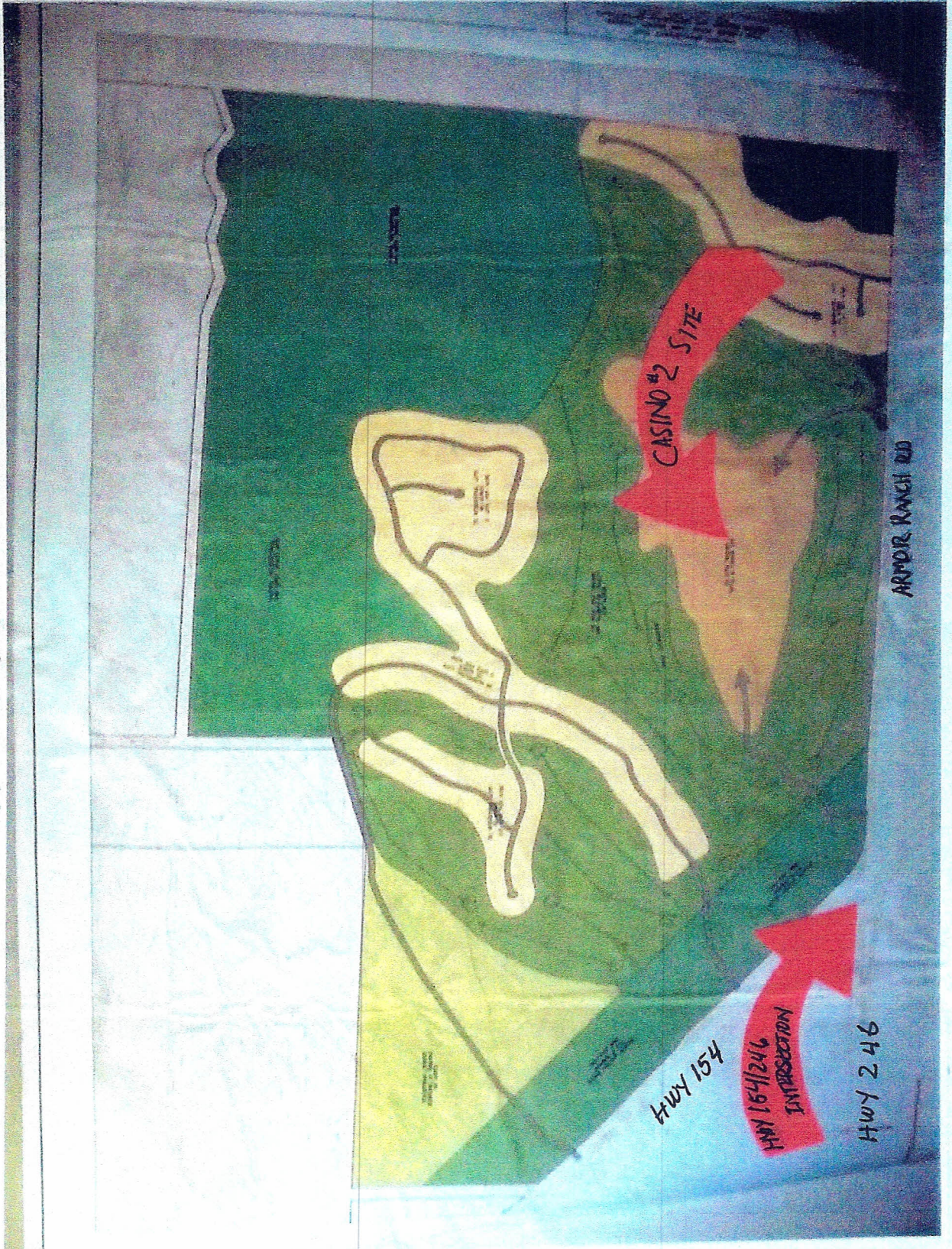


ATTACHMENT 2

ATTACHMENT 2 - SOUTHEAST PORTION OF 1400ac CAMP FOUR

V. ARMENTA / F. PARKER CASINO PLANS

DRAWING FORMERLY ON WALL IN OFFICE OF FESS PARKER



ATTACHMENT 3

ATTACHMENT 3 – SYVCC MEMORANDUM OF UNDERSTANDING

DRAFT – Tuesday, February 22, 2005

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”) is entered into effective for all purposes the ____ day of _____, 2005 in the Santa Barbara County offices in _____, California, by and between the **SANTA YNEZ BAND OF CHUMASH MISSION INDIANS OF THE SANTA YNEZ RESERVATION, CALIFORNIA**, a federally recognized Indian tribe (the “**Band**”); and the **COUNTY OF SANTA BARBARA** (the “**County**”), in the State of California. The Band and the County may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, on [January 14, 2005,] the Bureau of Indian Affairs (the “**BIA**”) made a final agency determination (the “**Decision**”) to acquire approximately 6.9 acres of land into trust for the Band, the legal description of which is set forth on **Exhibit “A”** attached hereto, (the “**Land**”) for purposes of [constructing] a cultural center, museum and retail building;

WHEREAS, the County has expressed concerns over this loss of its jurisdiction over the Land, including its civil regulatory authority to control the use the Land, the loss to its tax base resulting from the removal of the Land from the County tax rolls, and the potential use of the Land for gaming or gaming-related purposes ;

WHEREAS, the general public and citizens’ organizations in the County have expressed concerns over the effect of the BIA decision on the same issues, the overall quality-of-life in the Santa Ynez Valley, and the potential for such trust acquisitions by the Band.

WHEREAS, on [February 22, 2005,] the Santa Ynez Valley concerned citizens and other organizations appealed the Decision to the Interior Board of Indian Appeals (the “**Appeal**”);

WHEREAS, the Parties desire to fully and finally settle and resolve all claims and counterclaims which are the subject of the Appeal in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties are motivated to enter into this Agreement in part by their desire to avoid the further expense and inconvenience of litigation and to work together in good faith for the common good of both Parties.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

1. **Effective Date and Term.** The terms of this Agreement shall become effective upon the approval by resolution of the governing bodies of the County and the Band, its execution by the appropriate officers of the Parties, the approval of the BIA pursuant to 25 U.S.C. § 81, and the withdrawal of any and all appeals of the Decision. This Agreement shall remain in effect for so

long as the Land remains in federal trust, unless otherwise terminated by the mutual written consent of the Parties.

2. Commitments of the County.

A. Support Federal Trust Application. In consideration for the benefits accruing to the County under this Agreement, the County agrees to use its best efforts to secure the withdrawal, or other resolution, of the Appeal.

B. No County Enactments to Impair Agreement. The County shall not enact any ordinance that impairs the obligations of this Agreement without the written consent of the Band.

3. Commitments of the Band.

A. Land Use. The Band covenants and agrees that the Land shall be used solely for a cultural center, museum and retail building, as specified in greater detail in the Decision. Any change in such use must be approved in writing by the County, after full public notice and comment. In no event shall the Band utilize the Land for any gaming or gaming-related activities, including but not limited to overflow parking and/or administrative and support services of any kind. The Band further agrees to adhere to the terms and conditions of the Santa Ynez Valley Community Plan, the Santa Barbara County General Plan, County of Santa Barbara Inland Zoning Ordinance, Article 3 of Chapter 35 of the Santa Barbara County Code; and the Santa Barbara County Land Use Policies. As provided in Section 6, the provisions of this section shall survive any termination of this Agreement. In addition, the provisions of this section shall constitute an encumbrance on and a covenant running with the land requiring the approval of the Secretary pursuant to 25 U.S.C. § 81. In addition, the Parties shall cause the this Agreement and the land use restrictions in this Section 3.A. to be referenced in any notice or decision relating to the Land. The County shall have the right to enforce this provision by means of any and all legal and/or equitable actions, including without limitation specific performance or other injunctive relief, to the fullest extent as provided in Sections 5 and 6.

B. Taxation. The Band shall make in lieu payments to the County in the amount of the property taxes that would otherwise be due and owing on the Land, but for the Land's status as tribal trust land. Such payments shall be due within 90 days of the end of any calendar year. The Band further covenants and agrees that it shall maintain the same sales tax structure and impose the same sales taxes on transactions occurring on the Land as those transactions taking place elsewhere within Santa Barbara County. The County and the Band shall enter into a tax compact to divide such sales taxes between the Parties in amounts to be determined by the Parties. In general, the Band shall not utilize the trust status of the Land as a means to gain a tax advantage over transactions located elsewhere in Santa Barbara County.

C. No Tribal Enactments to Impair Agreement. The Band shall enact no law nor shall any tribal official or employee act in any manner to impair the obligations of this Agreement without the written consent of the County.

4. **Commitments of Both Parties.**

A. **Future Economic Development.** The County and the Band covenant and agree that both Parties shall meet regularly to discuss potential future tribal economic developments within Santa Barbara County. Such meetings will be open to public participation. Without limiting the generality of the foregoing, the County and Band shall meet within thirty (30) days of a request by either Party for such a meeting. The Party requesting such a meeting shall provide a notice to the other Party of the proposed topics to be discussed at the meeting. The public may request that the County shall request such a meeting, and the County will forward such request to the Band absent good cause shown.

B. **VPAC Participation.** The Parties agree that the Band shall have the right to appoint a representative to the Valley Plan Advisory Committee ("VPAC"), the successor to the General Plan Advisory Committee, who shall have the authority to participate in the VPAC as a non-voting member.

C. **Architectural Review.** In addition to the restrictions set forth in Section 3.A. hereof, the Parties agree that any developments on the Land will be subject to a non-binding architectural review by the County Board of Architectural Review or the Santa Barbara County Planning Commission to ensure architectural and aesthetic continuity with surrounding areas and to attempt to avoid potential development problems in an good faith effort on the part of both Parties to incorporate reasonable recommendations into the Project. The County shall provide the public with access to all information provided by the Band pursuant to this section.

D. **Long-Term Agreement.** Within 30 days of the effective date of this agreement, the County shall convene a public meeting to solicit comments on issues and concerns associated with future development initiatives of the Band. Based upon the input received at such meeting, the County and the Band agree to meet within 30 days thereafter to discuss the potential for a long-term agreement regarding such development plans. The County and the Band shall make all reasonable efforts to pursue such an agreement, with a completion goal of one year after the initial meeting. All such meetings shall be open to public participation.

5. **Claims and Disputes.**

A. **Meet and Confer.** Any claim or dispute arising out of or related to this Agreement, shall be resolved, whenever possible, by meeting and conferring. A Party may request such a meeting by giving written notice to the other, and the Parties shall meet within 15 days of the notice. If a claim or dispute cannot be resolved to the mutual satisfaction of the Parties within 30 days after the meeting, then the Parties shall undertake arbitration in accordance with the then current rules and supervision of the American Arbitration Association ("AAA"). The arbitration shall be conducted before a single arbitrator. The arbitrator's decision and award shall be final and binding and may be entered in any federal or state court with jurisdiction. The arbitration will be held at a neutral location in Santa Barbara County. The Band and the County shall each bear their own attorneys' fees associated with the arbitration. All other costs and expenses of the arbitration shall be paid as provided in the then current rules of the AAA.

B. Injunctive or Declaratory Relief. The Parties shall not arbitrate claims or disputes involving injunctive or declaratory relief and may, at the discretion of either Party, litigate such matters in a court of competent jurisdiction as set forth in Section 5.C. below.

C. Jurisdiction; Limited Waiver of Sovereign Immunity; Limitation of Remedies. Subject to the terms of this section, the Band and the County hereby covenant and agree that they each may sue or be sued by the other to enforce or interpret the terms, covenants and conditions of this Agreement or implementing legislation or to enforce the obligations or rights of the Parties in accordance with the terms and conditions set forth in this Agreement. The County consents to be sued by any third party to compel the County to seek enforcement of this Agreement. The Band and the County hereby expressly waive any right to proceed before, or require the other to proceed before, any tribal court or authority, and agree that any action with regard to a claim or dispute between the Band and the County arising under this Agreement shall be brought before (i) the United States District Court for the Southern District of California with the right of appeal to appropriate federal appellate courts, or (ii) in the appropriate State court, with the right of appeal to appropriate State and federal appellate courts, in the event that the federal court determines that it is without jurisdiction in the matter or chooses not to exercise its jurisdiction for any reason. The Band further expressly waives any right which the Band may possess to require the County to exhaust tribal remedies or any right of comity prior to invoking federal or state jurisdiction hereunder.

Solely as to the County and its successors and assigns as provided herein, the Band hereby specifically, expressly and irrevocably waives the sovereign immunity of the Band, and its officers and agents, from suit to enforce or interpret this Agreement or any implementing legislation, as well as any other actions to enforce the County's rights under this Agreement, and agrees that it shall not raise sovereign immunity as a defense with regard to such actions, including without limitation the right to obtain injunctive or declaratory relief in a court of competent jurisdiction as provided herein. As provided in Section 6, the provisions of this section shall survive any termination of this Agreement.

6. Survivability and Assignment. All of the terms, conditions, provisions, and representations contained in this Agreement shall survive and transcend the execution of this Agreement. The County and the Band hereby agree to abide by the terms of this Agreement. The Band further agrees that it shall secure from any management company, consultant, developer or any other entity that works or contracts with the Band in the development and operation of the Property a written and signed agreement to abide by the terms and conditions of this Agreement. Any failure of the Band to comply with the herein paragraph shall constitute a breach of this Agreement. A copy of the Band's agreement with any management company, consultant, developer or any other entity to abide by the terms of the Agreement shall be delivered to the County by the Band upon execution. This Agreement between the Band and any management company, consultant, developer or any other entity to abide by the Agreement shall be binding upon any and all successors and assigns of any management company, consultant, developer or any other entity.

7. Termination. No breach or violation of any of the terms of this Agreement by either Party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the Parties that the provisions of this Agreement shall be subject to specific

performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.

8. **Governing Law.** This Agreement shall be governed by the laws of the United States of America and of the State of California.

9. **Authorization.** The Band and the County each represent and warrant that each has performed all acts precedent to adoption of this Agreement, including, but not limited to, matters of procedure and notice, and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such Party is duly and fully authorized to so execute and deliver this Agreement.

A. **Approval of the Band.** The Band has authorized its officers to execute this Agreement by the adoption of Resolution No. [] adopted on [], 2005] _____, a copy of which is attached hereto as **Exhibit "B."**

B. **Approval of the County.** The Board of Supervisors of the County has approved this Agreement at a duly noticed meeting of the Board of Supervisors held on [], 2005,] and a certified copy of the proceedings of the Board of Supervisors is attached as **Exhibit "C."**

10. **Notices.** All notices hereunder shall be in writing and shall be deemed to have been given or made when (i) delivered by hand; (ii) delivered by facsimile or overnight delivery service; or (iii) delivered or mailed by registered or certified mail, postage prepaid, addressed as follows, until notice of another address and/or facsimile number shall have been received by the other Party.

If to the Band:

[ADD NOTICE INFORMATION]

If to the County:

[ADD NOTICE INFORMATION]

11. **Interpretation.** This Agreement has been the subject of mutual negotiations between the Parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the Parties in order to preclude the application of any rule of construction against a Party's interest as the sole drafter of this Agreement. In all cases, the language in all parts of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

12. **No Challenges to this Agreement.** The Band and the County hereby waive any right each may have to commence or maintain any civil action or other proceeding to contest, invalidate or challenge this Agreement, any procedure or proceeding undertaken to adopt this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose or in any other way, to initiate, promote or support the opposition of approvals required under this Agreement or to hinder, obstruct or unduly delay

any of the actions required or contemplated by this Agreement. This section shall not be construed to prevent a Party from commencing a declaratory judgment action regarding the interpretation of this Agreement. In the event of a challenge to the validity of this Agreement by any third party, the Band and the County shall each defend the validity and enforceability of this Agreement in any administrative or judicial proceeding.

13. **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect. In the event, however, the Band's waiver of sovereign immunity in section 5.C. is invalidated or deemed unenforceable, the County shall be released from its obligations under this Agreement. In the event of such a determination by such court, the Parties shall promptly meet to discuss how they might satisfy the terms of this Agreement by alternative means. The Parties shall use their best efforts to find, design and implement a means of successfully effectuating the terms of this Agreement. If necessary, Parties shall negotiate appropriate amendments of this Agreement to maintain, as closely as possible, the original terms, intent and balance of benefits, and burdens of this Agreement. In the event the Parties are not able to reach agreement in such situation, the dispute resolution procedures of Section 5 of this Agreement shall apply.

14. **Good Faith and Fair Dealing.** The Parties agree that this Agreement imposes on them a duty of good faith and fair dealing.

15. **No Liability for Acts Prior to Agreement.** Except as subject to a specific, written agreement, no Party shall incur any liability for any acts undertaken during the discussion, negotiation, execution or the processes undertaken to secure any approval required to effectuate this Agreement, whether or not all necessary approvals to make this Agreement effective are obtained.

16. **Captions.** The captions contained in this Agreement are inserted only as matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Any such counterpart may be executed by facsimile signature with only verbal confirmation, and when so executed and delivered shall be deemed an original and such counterpart(s) together shall constitute only one original.

18. **Amendment.** This Agreement may only be amended by written instrument executed by the Parties.

19. **Complete Agreement.** This Agreement represents the entire integrated agreement between the Parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

20. **Submission of Agreement to the Secretary of the Interior.** The Band shall submit this Agreement to the Secretary of the Interior under 25 U.S.C. § 81 for approval pursuant to that statute or any other applicable federal statute a determination. The Band shall also request that this Agreement shall be referenced in, and made a part of, the trust land transfer documentation. Any such approval by the Secretary or any other federal agency under this section shall be transmitted to the County. In the event that the Secretary fails to make the approval contemplated under this section, the Parties shall meet to determine how to achieve such a determination.

21. **Force Majeure.** In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction by any governmental entity other than the Parties (including failure, refusal or delay in issuing permits, approvals and/or authorizations) injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the Party delaying in performing work or doing acts required under this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

22. **No Third-Party Beneficiary.** This Agreement is personal to the Parties and is not intended for the benefit of any other party not executing this Agreement.

23. **Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assignees. Except with respect to successors, neither this Agreement, nor any of the rights or interests of the Parties, may be assigned, transferred or conveyed in any manner without the prior written consent of the other Party.

24. **Incorporation of Whereas Clauses.** The “whereas clauses” of this Agreement are incorporated herein and are to be construed as part of the binding provisions of this Agreement.

IN WITNESS WHEREOF, the Band and the County have respectively signed this Agreement and caused their seals to be affixed and attested as of the date shown.

**COUNTY OF SANTA BARBARA,
CALIFORNIA**

By: _____
[_____,] [County Executive]

Date: [_____, 2005]

**SANTA YNEZ BAND OF CHUMASH
MISSION INDIANS OF THE SANTA YNEZ
RESERVATION, CALIFORNIA**

By: _____
[_____,] [Chairperson]

Date: [_____, 2005]

ATTACHMENT 4

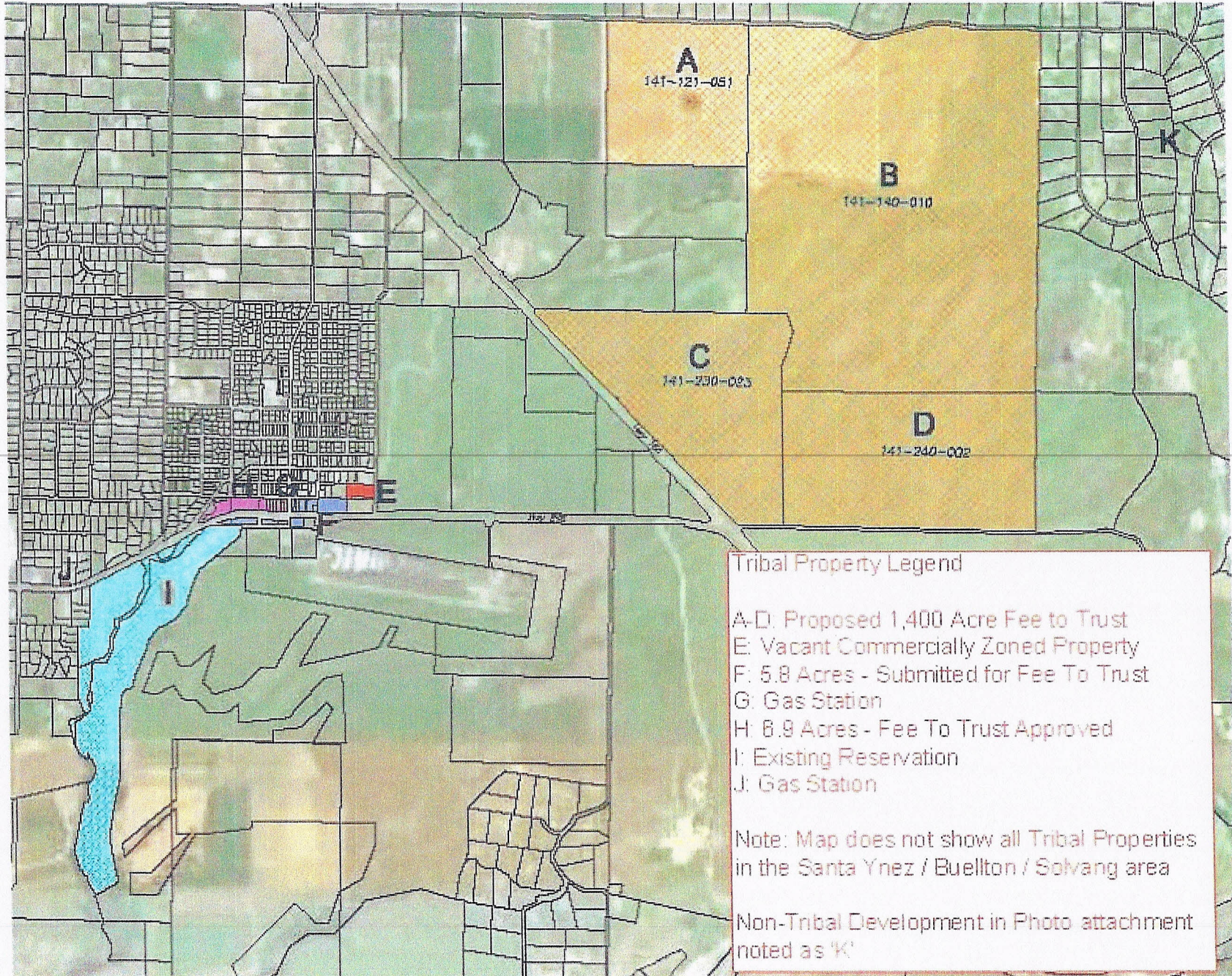
ATTACHMENT 4 -- LINDA VISTA HOMES (Area K on Attachment 2) ADJACENT CAMP 4



ATTACHMENT 5

ATTACHMENT 5 – RESERVATION AREA and CHUMASH ‘CAMP 4’ 1400ac SITE (Areas A, B, D, C)

with ADJACENT LINDA VISTA DRIVE RESIDENTIAL AREA K



ATTACHMENT 6

ATTACHMENT 6 – CHUMASH PROPOSED COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is effective as of _____, 2011 by and between the County of Santa Barbara (the “County”) and the Santa Ynez Band of Chumash Indians (the “Tribe” or “Santa Ynez Band”) (referred to herein as collectively as “the Parties” and as to each as a “Party”). The terms “County,” “Tribe,” and “Santa Ynez Band” as used herein shall include the Parties’ governmental entities, departments and officials unless otherwise stated.

RECITALS

WHEREAS, the Tribe is a federally-recognized Indian Tribe and which is within the geographic boundaries of the County; and

WHEREAS, the Tribe desires to expand Tribal housing opportunities and operate Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole, and the County recognizes the mutual benefit that can be derived if those goals are achieved; and

WHEREAS, proposed and future Tribal development are not County projects and are not subject to the discretionary approval of the County and absent this Agreement the County has limited opportunity to influence mitigation measures or seek compensation for adverse environmental impacts; and

WHEREAS, the Parties acknowledge that given the scope of the proposed Tribal housing and economic development projects, specific impacts are not always subject to precise measurement and that the mitigation measures agreed upon below are intended as good faith approximate mitigation of identified impacts; and

WHEREAS, the Parties recognize that this Agreement is an important step in furthering a government-to-government relationship and building trust, and mutual respect

BACKGROUND

After Mexico took over California from the Spanish and the secularization of Mission Santa Ynez in 1834, the Santa Ynez Chumash neophytes at Mission Santa Ynez settled in the creek bed of the Zanja de Cota Creek;

The U.S. Congress adopted the Mission Indian Relief Act of 1891 which established the Smiley Commission to report on the status of the Mission Indians of California;

The 1891 Report of the Smiley Commission verified such occupation of the Zanja de Cota Creek by the Santa Ynez Chumash from before California Statehood in 1835 and verified the status of the Santa Ynez Chumash as a tribe of Mission Indians as of 1891;

Then President Benjamin Harrison by Executive Order adopted the conclusions of the 1891 Smiley Commission on December 29, 1891;

After such report, the Indian Agent from the Tule River Agency began negotiation with the Catholic Church, to establish a permanent reservation for the Santa Ynez Band of Chumash;

Such negotiations resulted in the 1901 settlement agreement between the Church and the federal government;

As part of such negotiation, the Indian Agent agreed on behalf of the Tribe to waive the rights of the neophytes to the entire 36,000 acre Canada de los Pinos Rancho (College Rancho) which the Church claimed to own in common with the neophytes in exchange for the conveyance by the Church of all of its right title and interest in Zanja de Cota Creek to the Tribe as the Santa Ynez Reservation;

To finalize the waiver of the claim by the Tribe to the College Rancho, the Church filed a quiet title action against the federal government, the then members of the Tribe and the entire world in *The Roman Catholic Bishop of Monterey v. Salmon Cota, et al.*, Case no. 3926 (1897);

Upon the conclusion of such litigation, the 99 acre Santa Ynez Reservation was conveyed to the United States in trust for the Tribe the size of which Reservation which was later increased by 26.89 acres in 1979 and 12.73 acres in 2004 (collectively the "Reservation");

The original 99 acre Reservation as extended consists of the Zanja de Cota creek and flood plain with the last third of the Reservation being covered in wetlands unable to adequately house the Members of the Tribe and their children, grandchildren and great grandchildren;

On or about April 1, 2011, the Tribe acquired approximately 1,400 acres of real property east of Highway 154 and north of Highway 246/Armour Ranch Road from Fess Parker Ranch, LLC (the "Property");

The "Property" is within the historic boundaries of the College Rancho and is specifically within the boundaries of the quiet title action filed against the Tribe by the Church;

The Tribe desires to annex the Property by fee-to-trust transfer by either federal legislation or through the administrative process, and this Agreement is intended by the Parties to resolve the inter-governmental jurisdictional and other issues between the Parties;

**I. EFFECTIVE DATE AND CONDITIONS TO
EFFECTIVENESS OF AGREEMENT**

1. This Agreement shall become effective on the latest of the dates upon which each of the following conditions precedent shall be met:

- a) approval of this Agreement by the County of Santa Barbara Board of Supervisors and the General Council of the Santa Ynez Band; and
- b) conveyance of the Property to the United States of America to hold in trust for the Tribe; and
- c) Any other conditions precedent mutually agreed by the Parties.

2. Upon the satisfaction of all of the conditions precedent to effectiveness set forth in subsection 1, above, the parties shall execute an addendum to this Agreement memorializing the effective date of this Agreement in the form attached hereto as Attachment A.

II. FEE-TO-TRUST ANNEXATION OF THE PROPERTY

3. The County shall support the fee-to-trust annexation of the Property to the Reservation by federal legislation, the administrative process by federal agencies or any other possible way in existence now or in the future. Upon request of the Tribe, the County shall confirm such support by letter or resolution.

III. PAYMENTS IN LIEU OF TAXES

4. Agreed Payments:

- a) In addition to the promises and covenants otherwise contained in this Agreement, the Parties acknowledge that annexation of the Property may, in some cases, result in lost revenues and/or fees to the County.
- b) The Parties agree that the County does not have permitting authority over development on Trust Lands and that the payments made under this agreement do not constitute taxes, exactions, or fees.
- c) The payments agreed to below are approximate off-sets to the above-mentioned potential losses and impacts to the County and are intended to support an approximate level of County services to the Reservation, the Property, and affected communities.
- d) The amount of such Payments by the Tribe shall be as follows: Tribe to pay County flat annual fee in lieu of property taxes in the amount of \$ _____ which amount shall be due in four (4) equal quarterly payments beginning on the first day of the Calendar quarter and

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continuing each quarter thereafter. Such payments shall begin the first day of the next calendar quarter after the effective date of this Agreement and shall expire in full on December 31, 2020.

5. Acknowledgement of Additional Impacts.

The Santa Ynez Band and County acknowledge and agree that in consideration for Santa Ynez Band's Agreed Payments above, any additional impacts to the County, including, without limitation, law enforcement, fire, and traffic/roads, will be mitigated solely by the County at no additional cost to Santa Ynez Band.

6. Adjustment of Payments.

- a) Santa Ynez Band shall not be responsible for any construction cost overruns or any cost increases from any source, including, without limitation, those caused by inflation, labor, or material cost increases.
- b) In the event that the Santa Ynez Band does not successfully annex such Property to the Reservation by fee-to-trust transfer to the federal government within two (2) years after the effective date of this Agreement, the parties shall negotiate in good faith as to how much, if any, of the contribution made by Santa Ynez Band under this Agreement shall be returned to the Band. If the parties are unable to reach agreement on these issues, that dispute will be resolved under the dispute resolution procedures included in this Agreement.

7. Reimbursements/credits for contributions from third party sources.

County agrees to reimburse or credit Santa Ynez Band as follows:

- a) In the event that Santa Ynez Band receives funding from state or federal sources, and directs those monies to be paid directly to County, County shall accept 100% of such payment as if it were a payment paid directly by Santa Ynez Band.
- b) In the event County receives funding from the Special Distribution Fund or any other fund created under the current or any future Tribal-Compact, earmarked for mitigation of off-reservation impacts resulting from the Santa Ynez Casino, County shall accept 100% of such payment as if it were a payment paid directly by Santa Ynez Band.
- c) Any credits towards Santa Ynez Band's payment obligations pursuant to this Agreement shall be treated as the next payments in time to be paid by Santa Ynez Band.
- d) In the event funds identified in this section are received by the County after the payment from Santa Ynez Band has already been paid to the County, the

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County shall reimburse Santa Ynez Band within 30 days from receipt of such funds.

IV. MISCELLANEOUS

8. Tribal-State Compact.

County and Santa Ynez Band agree that Santa Ynez Band's contributions to County pursuant to this Agreement are not exactions or fees imposed as a condition of development, and therefore are not subject to the Mitigation Fee Act (California Government Code Section 66000 and following). County and Santa Ynez Band agree that Class III gaming facilities on reservation land are regulated by the Compact and that the County has no permitting authority over the Chumash Casino.

9. Notices.

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the County and Santa Ynez Band. Notice shall be effective on the date delivered in person, or on the date when the postal authorities indicated that the mailing was delivered to the address of the receiving party indicated below:

Notice to Santa Ynez Band:

Santa Ynez Band of Chumash Indians
Attn: Tribal Chairman
P.O. Box 517
Santa Ynez, CA 93460

Notice to County:

County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101
Attn: CEO

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time to time designate by mail as provided in this section. A party may change its address by giving notice in writing to other Party and thereafter notices shall be delivered or sent to such new address.

10. Applicable Laws.

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This Agreement shall be construed and enforced in accordance with the laws of the United States and to the extent not inconsistent therewith, the laws of the State of California.

11. Consent To Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion Of Tribal Remedies.

- a) Santa Ynez Band grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, Santa Ynez Band (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the federal courts of the United States, or in the event the federal courts refuse to hear such case for lack of jurisdiction, the State courts of the State of California (including any courts to which appeals there from are available); and (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County for money damages, specific performance, injunctive relief and/or declaratory relief for Santa Ynez Band's breach of this Agreement. Santa Ynez Band does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. In no instance shall any enforcement or judgment of any kind whatsoever be allowed or levied against any assets of Santa Ynez Band other than the limited assets of the Santa Ynez Band's distributed share of the revenue stream of the Chumash Casino and physical assets of the Chumash Casino, subject however, to prior existing liens or encumbrances on such assets. Specifically, this waiver shall not extend to any other accounts of Santa Ynez Band, the source of which includes distributions from accounts directly related to the Chumash Casino, so long as such distributions are in the ordinary course of business when the Agreement is not in default and are not done for the purpose of frustrating the County's remedies hereunder. Santa Ynez Band does not waive the defense of sovereign immunity with respect to any action by third parties, or extend its waiver to reach any assets of Santa Ynez Band other than those specifically set forth herein.
- b) County acknowledges and agrees that Santa Ynez Band may bring an action in the State Courts of California to enforce the terms of this Agreement as against Santa Barbara County for money damages, specific performance, injunctive relief and/or declaratory relief for County's breach of this Agreement. County acknowledges and agrees that State Courts with proper venue have jurisdiction to hear such disputes. For purposes of the Agreement, County hereby waives any immunity it may have from suit in order to permit Santa Ynez Band to enforce the provisions of the Agreement.

12. Entire Agreement, Waivers.

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental

hereto, and supersedes all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County or of the Santa Ynez Band.

13. Amendments.

This Agreement may be amended by mutual written agreement of the Parties duly executed by the lawfully authorized officers or officials of each party.

IN WITNESS WHEREOF, the Agreement has been executed by the Parties as of the day and year first set forth above,

TRIBE:

SANTA YNEZ BAND OF CHUMASH
INDIANS, a federally recognized Indian tribe

By:

Vincent P. Armenta
Tribal Chairman

COUNTY:

COUNTY OF SANTA BARBARA, a
political subdivision of the State of
California

By:

ATTACHMENT 7

**ATTACHMENT 7 – SYVCC AMENDED APPEAL
6.9ac FEE-TO-TRUST**

SANTA YNEZ VALLEY CONCERNED CITIZENS
P.O. BOX 244, Santa Ynez, CA 93460

Appeal to the Notice of Decision made June 13, 2012 and received June 18, 2012
Preservation of Los Olivos and Preservation of Santa Ynez v. Pacific Regional Director,
Bureau of Indian Affairs, Docket No. IBIA 05-050-A

Honorable Ken Salazar
Secretary of the Interior
1849 C. Street, NW
Washington, D.C. 20240
Fax: 202-209-6956

Amy Dutschke, Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage Way, Room W-2820
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**AMENDED
NOTICE OF APPEAL**

THE NOTICE OF APPEAL IS HEREBY AMENDED TO DELETE IN ITS ENTIRITY THE THIRD PARAGRAPH REFERENCING CARCEIRI v. SALAZAR AND HAWAII v. OFFICE OF HAWAIIAN AFFAIRS. THESE REFERENCES WERE INCLUDED IN ERROR AND HAVE NEVER BEEN ISSUES THAT SANTA YNEZ VALLEY CONCERNED CITIZENS HAVE ENDORSED OR ENGAGED. A "striketrough" copy is attached and made a part hereof.

The Appellants, **Santa Ynez Valley Concerned Citizens (SYVCC)**, hereby appeals the Decision of the United States Department of Interior entered on 13 June 2012, to transfer a 6.9 acre parcel of fee owned land into federal Indian trust on behalf of the Santa Ynez Band of Mission Indians based upon the authority of 25 United States Code section 465.

This appeal is based upon the grounds that the Secretary exceeded his power and authority in approving and accepting this land into trust for the following reasons and that it has now been conclusively determined that these Appellants and others had legal and prudential standing to challenge this transfer to trust and the reasons given for it, and to challenge the authority of the Secretary to approve this transfer. *Patchak v. Salazar* (USCA D.C. Dist. 2011) 632 F3d 702, *Affd. on Writ of Cert. by the U.S. Supreme Court June 18, 2012 ruling and the County of Amador v. Salazar* (USCA D.C. Dist. 2011) 640 F3d 370.

In addition, on July 9, 2008 United States District Judge, A. Howard Matz (Case No. CV-06-1502 AHM (CTx)) remanded back to the Bureau of Indian Affairs (BIA) the initial approval of this application. In his decision, Judge Matz outlined processes and procedures for the IBIA to follow. None of which were referenced and or delineated in the BIA's Notice of Decision made June 13, 2012. The Secretary erred in disregarding Judge Matz's decision.

1. The Secretary relied upon the letter opinion of the Solicitor for the Department of Interior Michael J. Berrigan concluding neither of these cases applied or affected the eligibility of the tribe to transfer land into trust. That reliance was misplaced and an error of law because the Solicitors opinion is mistaken and erroneous.
2. The remand requires an examination of all the issues that were, and still are, before the IBIA for determination and examination on their merits including:

a. The adequacy of the Environmental information, assessment and analysis Finding Of No Significant Impact (F.O.N.S.I.) it was erroneous and based on inaccurate and insufficient facts, information and studies that were done at or before the time of the original determination to take this land into trust since rescinded and now renewed in connection with the Notice of Decision of the Secretary dated 13 June 2012 and which is appealed herein. We also refer you to the SYVCC's letter of October 21, 2004 to your office and made part of your record detailing the flaws and erroneous findings contained in the F.O.N.S.I.

b. The F.O.N.S.I. determination is stale and of no adequate effect today some 7+ years later after that information was considered and the facts and impacts have changed materially and significantly during the intervening years. The Secretary failed to address and re-examine all of the data originally used to arrive by the F.O.N.S.I. determination 7 years ago or more since the opening of the much larger gambling casino by the Santa Ynez Band of Mission Indians and the introduction of alcohol sales and service (which they are seeking to expand currently) the crime and calls to fire and other first responders, traffic congestion, light and noise pollution has in-creased by more than 500 %. These increases in demands placed on all public services and infrastructure provided by the County of Santa Barbara and the community, have not been accounted for and the impacts properly analyzed or assessed. The information and impact analysis from over 7 years ago is woefully inadequate and stale and the F.O.N.S.I. originally rendered is no longer of any validity.

c. The Santa Ynez Band of Mission Indians has not demonstrated any need economically, socially or culturally to transfer this land into trust and has not met the terms and statutory criteria set out in 25 C.F.R. 151.110 or 25 C.F.R. 151.111 including the elimination and mitigation of petroleum pollution and subterranean intrusion and spread of the plume of petroleum contamination identified in the earlier objections of the appellants who appealed the decision to transfer this land into trust earlier. Once again these objections were never addressed in this latest decision to transfer this parcel into trust. There is no reason that any development on this parcel of land in the Township of Santa Ynez cannot be developed in accordance with the existing Valley General Plan using the rules and regulations for all such development proposed which would mitigate the many negative impacts occurring should the property be transferred into Federal Indian Trust. This is a divestment of State and local authority stripes the right to impose reasonable standards and regulations on the proposed commercial development; the elimination to assess and impose sufficient taxes to pay for all of these public services and infrastructure required by such development and future commercial uses for which the State and County are obligated to provide for which no taxes are paid by the tribe. There is no existing agreement between the tribe and the government to mitigate the costs of these services and infrastructure furnished by the State and particularly the County of Santa Barbara including the local businesses and residences who must pay the costs of these services and infrastructure which will not be paid or charged to the tribe, the land or tribal businesses if this land is allowed to be transferred into federal Indian trust.

d. The application of the Santa Ynez Band of Mission Indians on file herein is false and contradictory. It contains substantial proposals for approximately 27,000 square feet of commercial and retail development on the land to be transferred into trust. Yet the tribe states there is no proposed commercial development on their application. This requires a highly detailed description of any such commercial development. The tribe stated falsely "none was intended", yet the plan proposed and presented by the tribe clearly outlines a

separate commercial component. The BIA's oversight and review in this matter is very questionable.

e. The Santa Ynez Band of Mission Indians is proposing additional transfers from fee to trust in this area including a pending application to transfer a 5.8 acre parcel also in the small township of Santa Ynez and yet the N.E.P.A. analysis and the F.O.N.S.I. finding, fails to account for, analyze and address the cumulative impacts of these multiple transfers and the undisclosed commercial development intended to be built and engaged in on these properties.

In addition the tribe has acquired 1,400 acres, also referred to as Camp 4, and made significant efforts to enlist the support of various local governments to back the tribe's intention to apply for Fee to Trust status.

The cumulative impacts of the 6.9ac, 5.8ac and the intended 1,400ac parcels must be considered. The 1,400ac is as large as the entire City of Solvang and sits at the gateway to the entire Santa Ynez Valley.

f. The ability of the Santa Ynez Band of Mission Indians to construct and operate commercial businesses on the 6.9 acres of land (which is contiguous to Santa Ynez's existing commercial district), once transferred into trust, creates unfair advantage and competition to all surrounding or nearby businesses who must pay appropriate taxes to fund all the public services and infrastructure and abide by all the laws and regulations and obtain insurance to protect customers and workers in their businesses. These local businesses are subject to lawsuit for liability for any tort or breach of contract, violations of law and civil rights, when the tribe and it's businesses, on the other hand, have common law immunity from any such un-consented lawsuits from anyone if they are able to bring that land into trust. It also constitutes an unfair tax burden on the non-Indian taxpayers and businesses in the Valley Community who must pay increased taxes or suffer losses of services because of the lack of ability to collect taxes from the tribe and it's businesses to pay for the public services and infrastructure used by the tribe regularly at the non-Indian taxpayers expense. It exposes the current Santa Ynez commercial district to an unbalanced playing field, putting the existing business at a very distinct disadvantage and jeopardizing their very existence.

For all of the above reasons cited, the Santa Ynez Valley Concerned Citizens hereby appeals the BIA's decision of April 12, 2012.

Submitted June 16, 2012, AND AMENDED JUNE 20, 2012.

Gregory M. Simon, Vice-President
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