

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between the County of Santa Barbara (the “County”) and the Santa Ynez Band of Chumash Indians (the “Tribe”) (referred to herein collectively as “the Parties” and as to each as “Party”). The terms “County,” and “Tribe” 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 which is within the geographic boundaries of the County; and

Whereas, the County of Santa Barbara supports government-to-government relations that recognize the role and unique interests of tribes, states, counties and local governments to protect all members of their communities and provide governmental services and infrastructure beneficial to all; and

Whereas, the County has adopted a legislative platform which fully recognizes and respects the Tribal right to self-governance to provide for Tribal members and to preserve traditional Tribal culture and heritage; and

Whereas, the County recognizes and promotes self-governance and its mandate as a local government to provide for the health, safety and general welfare of its community members; and

Whereas, the County acknowledges and recognizes the critical services the Tribe provides to its members and contributions made to our shared communities; 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 Santa Barbara County community as a whole, and the County recognizes the mutual benefits that can be derived if those goals are achieved; and

Whereas, the 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 potential adverse environmental impacts; and

Whereas, the Tribe has proposed development of the approximately 1,427 acre property commonly known as Camp 4; and

Whereas, the Camp 4 development includes 143 homes on 1-acre lots and approximately 12,000 square feet of tribal facilities, which includes a meeting hall, tribal offices, and other areas as outlined in the Final Environmental Assessment – Santa Ynez Band of Chumash Indians Camp 4 Fee-to-Trust dated May 2014 (“Final EA”) and Finding of No Significant Impact for the Proposed Santa Ynez Band of Chumash Indians Camp 4 Fee-to-Trust Project dated October 17, 2014 (“FONSI”) (the “Project”); and

Whereas, in 2013, the Tribe applied to bring Camp 4 into trust, and on December 24, 2014, the Regional Director, Bureau of Indian Affairs (“BIA”) issued a Notice of Decision to accept Camp 4 into trust for the Tribe; and

Whereas, on January 22, 2015, the County appealed the Notice of Decision; and

Whereas, on January 19, 2017, Principal Deputy Assistant Secretary — Indian Affairs Lawrence Roberts issued a decision for the Department of the Interior affirming the Regional Director, BIA’s decision and authorizing the Regional Director, BIA to approve the conveyance of Camp 4 into trust (“Decision”); and

Whereas, on January 20, 2017, the Regional Director, BIA executed an Acceptance of Conveyance accepting the Tribe’s grant of Camp 4 into trust, which the Tribe recorded with the attached deed on January 26, 2017; and

Whereas, on January 28, 2017, the County filed federal litigation, entitled *County of Santa Barbara v. Kevin Haugrud, et al.*, Case No. 2:17-cv-00703 (“Federal Litigation”); and

Whereas, on March 10, 2017, legislation was introduced in the House of Representatives as H.R. 1491, which would ratify and confirm the actions of the Department of the Interior to: (1) take approximately 1427 acres of land in Santa Barbara County, California, into trust for the benefit of the Santa Ynez Band of Chumash Indians; (2) assume jurisdiction over the appeals relating to the acquisition of this land; and (3) dismiss those appeals; and

Whereas the Parties acknowledge that given the scope of the proposed Tribal housing and economic development projects, 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 desire to fully and finally settle and resolve all claims and counterclaims which are the subject of the Federal Litigation in accordance with the terms and conditions of this Agreement; and

Whereas, the Parties are motivated to enter 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; 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.

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:

I. EFFECTIVE DATE, CONDITIONS TO EFFECTIVENESS, AND TERM 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;
 - b) approval of the General Council of the Tribe, which includes approval of the Tribe by vote and authorization for the Tribal Chairman to sign the Agreement;
 - c) dismissal of the County's Federal Litigation, entitled *County of Santa Barbara v. Kevin Haugrud et al.*, Case No. 2:17-cv-703-SVW-AFM ("Federal Litigation") pursuant to Section II.3;
 - d) Whether or not administratively appealed: i) written approval by the Secretary of the Interior (or a designee of the Secretary of the Interior including the Regional Director) pursuant to 25 U.S.C. Section 81; or, ii) an official, written determination by the Secretary of the Interior (or a designee of the Secretary of the Interior including the Regional Director) that approval of the Agreement is not required pursuant to 25 U.S.C. Section 81.
2. This Agreement shall be in effect until December 31, 2040. If Camp 4 is taken out of trust prior to December 31, 2040, this Agreement shall terminate on the

date of the judicial order, judgment, or conveyance taking Camp 4 out of trust. If, however, Camp 4 is placed back into trust prior to December 31, 2040, the terms of this Agreement will be in effect from the date Camp 4 is placed back into trust until December 31, 2040.

II. DISMISSAL OF LITIGATION AND SUPPORT OF PROJECT AND LEGISLATION

3. The County shall dismiss the Federal Litigation as follows:
 - a) Promptly following execution of this Agreement by both Parties, the Parties shall enter into and file a Stipulation for Dismissal of the Federal Litigation whereby the Parties will request that the Court dismiss the action without prejudice, but retain jurisdiction to enforce the term of this Agreement requiring the County to dismiss the action with prejudice after the Secretary of Interior has approved the Agreement or determined that approval is unnecessary in accordance with Section I.1.d, with the Parties to pay their own costs and fees. The Parties shall seek the agreement of the defendants in the Federal Litigation on the stipulation as is necessary pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
 - b) If the Federal Litigation defendants do not agree to stipulate to the above dismissal, the County shall dismiss the Federal Litigation without prejudice within 10 days of that refusal by: (i) filing a notice of dismissal if sought prior to the filing of a defendant's answer; or (ii) moving for an order from the Court for dismissal if sought after the filing of a defendant's answer.
 - c) If the County dismisses the litigation without prejudice and is not subject to the stipulation referenced in Section II.3.a, the parties agree that the District Court may not accept a dismissal with prejudice. The County will nonetheless attempt to file a dismissal with prejudice if the Secretary of Interior subsequently approves the Agreement or determines that the approval is unnecessary.
4. County and Tribe agree to take all necessary actions to ensure that this Agreement shall be fully enforceable.
5. County and Tribe agree that legal challenges to the Project arising from the matters addressed herein, are fully and finally resolved to the satisfaction of the

parties to this Agreement, making additional mitigation, including additional environmental review, not required by the County for the Project.

6. Provided that the Tribe abides by the provisions hereof, County and Tribe agree to support the Project both with the Department of the Interior and Congress (including Presidential signature) and to not file on behalf of any third party, fund or otherwise support any third party by providing research, fact-finding, or advising any third party in filing any court action opposing or challenging the validity of any approvals, entitlements, or licenses for approval by the Department of the Interior for the Project.

7. The County shall provide the Tribe with a letter stating that the County supports H.R. 1491. A sample letter is attached as Exhibit B to this Agreement. Upon the effective date of this Agreement, the Parties agree to jointly request an amendment to H.R. 1491, attached as Exhibit A, to add the following findings to H.R. 1491 to reference this Agreement:

- On October 13, 2017, the General Council of the Santa Ynez Band of Chumash Indians voted to approve the Memorandum of Agreement between the County of Santa Barbara and the Santa Ynez Band of Chumash Indians regarding the approximately 1,427.28 acres of land, commonly known as Camp 4, and authorized the Tribal Chairman to sign the Memorandum of Agreement.
- On October 17, 2017, the Board of Supervisors for the County of Santa Barbara approved the Memorandum of Agreement on Camp 4 and authorized the Chair to sign the Memorandum of Agreement.
- Such Memorandum of Agreement was approved by the Secretary of the Interior pursuant to 25 U.S.C. section 81 (or the Secretary of the Interior determined that approval of the Memorandum of Agreement pursuant to 25 U.S.C. section 81 was not required).

The Parties agree to oppose any other amendments to H.R. 1491, or subsequent legislation that is consistent with H.R. 1491 if the legislation is reintroduced in a subsequent Congressional session, unless both parties jointly request or support the amendment. As stated in the sample letter, the County's adopted 2017 Legislative Platform "supports government-to-government relations that recognize the role and unique interests of tribes, states, counties, and other local governments to protect all members of their communities" and supports judicially enforceable agreements between counties and tribal governments. The County supports congressional legislative ratification of the taking of the approximately 1427 acres in trust referred to as Camp 4 and reference to this Agreement between the County and Tribe. The legislation coupled with a judicially enforceable Memorandum of Agreement is consistent with and furthers the County's

legislative platform. In consideration for not requiring enactment of H.R. 1491 as a precondition to the effective date of this Agreement, the County shall provide good faith support of H.R. 1491 or subsequent legislation that is consistent with H.R. 1491, if H.R. 1491 is reintroduced at a subsequent Congressional session. Good faith support of H.R. 1491 shall include sending letters in the form of Exhibit B and a visit to Washington D.C. by at least one County Supervisor to attend meetings with the Tribal Chairman and Congressional representatives. Failure of good faith support shall be subject to dispute resolution per Section VI.16 herein.

8. County and Tribe shall consult with each other prior to any announcement by either concerning this Agreement in an effort for the Parties to mutually agree upon and prepare a joint press release and hold a joint press conference, if any, announcing this Agreement. If the Parties cannot mutually agree on either a joint press release or joint press conference, each is free in its discretion to make any announcement.

III. PAYMENTS TO MITIGATE ENVIRONMENTAL AND PUBLIC SERVICE IMPACTS

9. Agreed Upon Payments:

- a) In addition to the promises and covenants otherwise contained in this Agreement, the Parties acknowledge that development of the Camp 4 property may, in some cases, result in impacts and costs to the County.
- b) The Parties agree that the County does not have permitting authority over development on lands held in trust by the Federal government and that the payments made under this Agreement do not constitute taxes, exactions, or fees.
- c) The payments agreed to below are approximate offsets 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. Nothing in this Agreement commits the County to undertake any infrastructure improvement or other physical change to the environment. If the County proposes any infrastructure improvement or other project in the future, any environmental review required by the California Environmental Quality Act shall be completed.
- d) The amount of such payments by the Tribe shall be as follows: Tribe to pay County a flat annual fee for mitigation and public service costs in the amount of \$178,500 which amount shall be due in four (4) equal

quarterly payments beginning on the first day of the Calendar quarter and continuing each quarter thereafter. These payments will begin the earlier of either January 2024 or the completion of the first home on Camp 4 as follows:

- i. Since the Tribe will comply with the terms of the Williamson Act contract on the Camp 4 property, known as Instrument No. 3889, Book 2385, Page 431 and originally recorded on February 3, 1972, as assumed by Notification of Assumption of Williamson Act Contract Pursuant to Government Code Section 51243(b), recorded on July 21, 2014 as Instrument No. 2014-0032894, until December 31, 2023, the above-mentioned payments shall begin in January 2024, the first day of the next calendar quarter after the expiration of the Williamson Act contract on December 31, 2023; or,
- ii. If through the passage of H.R. 1491 the Williamson Act contract is cancelled or terminated prior to December 31, 2023, these payments to the County would begin upon completion of the first home on the Camp 4 property.

These payments shall expire in full upon expiration of this Agreement on December 31, 2040, unless the Agreement terminates prior to December 31, 2040 pursuant to Section I.2 or Section VII.27 of this Agreement or if the full Agreement is invalidated.

- e) County agrees that the payments to the County pursuant to this Section III.9 and all Camp 4 Infrastructure expenses of the Tribe may qualify as "Credits Related to Payments Due Under Section 5.2" pursuant to Section 5.3 of the Tribe's Tribal-State Compact and agrees to support the Tribe getting credit for payments to the County and other qualifying Infrastructure expenses. "Camp 4 Infrastructure" includes, without limitation, roads, utilities, improvements, water and sewer, storm water and other improvements.

10. Acknowledgement of Additional Impacts.

The Tribe and County acknowledge and agree that in consideration for the Tribe's agreed payments above, any additional impacts to the County from the

development of Camp 4 as outlined in Section IV below, including, without limitation, law enforcement, fire, and traffic/roads, will be mitigated solely by the County at no additional cost to the Tribe for the term of this Agreement.

IV. LAND USE

11. Development and Use of Parcels.

The Tribe shall comply with the Final EA, FONSI, and Alternative B as referenced on page 2-3, pages 2-12 to 2-16 and Table 2-2 on page 2-15 of the Final EA as adopted May of 2014, including, without limitation:

- a) No buildings on Camp 4 within 985 feet of State Highway 154; and
- b) All required mitigation measures in the FONSI and Final EA shall be implemented as required by each phase of the Project; and
- c) Compliance with the FONSI and Final EA shall not preclude all forms of solar energy on Camp 4, including, without limitation, solar photovoltaics and water heating. However, all forms of solar energy are prohibited on Camp 4 within 985 feet of State Highway 154.

12. Compliance and Monitoring by Mutually Agreed Upon Third Party Consultants.

- a) To assure the protection of the health and safety of the community, the Tribe shall adopt, or has already adopted, and shall maintain throughout the term of this Agreement, an ordinance that requires any construction to meet or exceed the Applicable Codes, FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program. Notwithstanding the foregoing, the Tribe need not comply with any standard that specifically applies in name or in fact only to tribal facilities. Without limiting the rights of the County under this section, reference to Applicable Codes is not intended to confer jurisdiction upon the County. For purposes of this section, the terms "building official" and "code enforcement agency" as used in titles 19 and 24 of the California Code of Regulations mean tribal government agency or official as may be designated by the Tribe's law.
- b) To assure compliance with the Applicable Codes, FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program, the Tribe shall employ qualified plan checkers or review firms for any construction. To be qualified as a plan checker or review firm for

purposes of this Agreement, plan checkers or review firms must be either California licensed architects or engineers with relevant experience, or California licensed architects or engineers on the list, if any, of approved plan checkers or review firms provided by the County. The Tribe shall also employ qualified project inspectors. To be qualified as a project inspector for purposes of this Agreement, project inspectors must be either approved as Class 1 certified inspectors by the Division of the State Architect, approved as Class A certified inspectors by the Office of Statewide Health Planning and Development, or the agencies' successors, or a qualified expert in the subject matter needed for inspections. The Tribe shall require the project inspectors to report in writing any failure to comply with the Applicable Codes, FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program to the Tribe and the County. The plan checkers, review firms, and project inspectors shall hereinafter be referred to as "Inspector(s)." All Inspectors for Camp 4 shall either be on the County's qualified list of experts, or the Tribe and County must agree on the Inspectors prior to commencement of work. If the Parties are not able to agree, the matter will be resolved in accordance with Section VI.16 of this Agreement.

- c) The Tribe shall cause the design and construction calculations, and plans and specifications, including the FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program, that form the basis for the construction (the "Design and Building Plans") to be available to the County for inspection and copying by the County upon its request.
- d) In the event that material changes to a structural detail of the Design and Building Plans will result from contract change orders or any other changes in the Design and Building Plans, such changes shall be reviewed by a California licensed architect or engineer and field verified by the Inspectors for compliance with the Applicable Codes, FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program.
- e) The Tribe shall maintain during construction all other contract change orders for inspection and copying by the County upon its request.
- f) The Tribe shall maintain the Design and Building Plans depicting Camp 4, which shall be available to the County for inspection and copying by the County upon its request, for the term of this Agreement.

- g) Upon final certification by the Inspectors that Camp 4 meets the Applicable Codes, FONSI, Final EA, Alternative B, and Mitigation Monitoring and Enforcement Program, the Tribe shall forward the Inspectors' certification to the County within ten (10) days of issuance. If the County objects to that certification, the Tribe shall make a good faith effort to address the County's concerns, but if the County does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section VI.16.
- h) "Applicable Codes" means the California Building Code and the California Public Safety Code applicable to the County, as set forth in titles 19 and 24 of the California Code of Regulations, as those regulations may be amended during the term of this Agreement, including, but not limited to, codes for building, electrical, energy, mechanical, plumbing, fire and safety. The Mitigation Monitoring and Enforcement Program referenced herein is Exhibit C to the FONSI and Final EA, and Exhibit C to this Agreement.

V. LIMITED WAIVER OF SOVEREIGN IMMUNITY AND GOVERNMENT CLAIMS ACT APPLICABILITY TO COUNTY

13. Limited Waiver of Sovereign Immunity by Tribe, Consent to Jurisdiction, and No Exhaustion of Tribal Remedies.

- a) For the purpose of actions based on disputes between the County and the Tribe that arise under or are related to this Agreement or operations performed under this Agreement and the enforcement of any judgment or award resulting therefrom, the Tribe expressly and irrevocably waives for the term of this 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 (i) the dispute is limited solely to issues arising under this Agreement, (ii) any claim for monetary damages required by the terms of this Agreement may be sought, and solely injunctive relief, specific performance (including enforcement of a provision of this Agreement expressly requiring the payment of money to one or another of the parties), and declaratory relief (limited to a determination of the respective obligations of the parties under the Agreement) may be

sought, and (iii) in addition to the No Third Party Beneficiaries provision in Section V.15 of the Agreement, nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Tribe with respect to any third party. Any action brought pursuant to this Agreement shall be governed by California law. The waivers and consents to jurisdiction expressly provided for under this section shall extend to all civil actions authorized by this Agreement, including, but not limited to, actions to compel any proceeding herein, any action to enforce or execute on any judgment rendered in any such proceedings, and any appellate proceeding emanating from any such proceedings. The Tribe also does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies.

- b) Prior to the effective date of this Agreement, the Tribe shall adopt, and at all times hereinafter shall maintain in continuous force, an ordinance or resolution, in accordance with tribal law, that expressly waives its sovereign immunity as stated in Section V.13 above and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive sovereign immunity, to sign a waiver of sovereign immunity, which waiver shall be irrevocable and binding on the Tribe for the term of this Agreement.
- c) This limited waiver only applies to the Tribe itself. No action, claim or proceeding may be brought against any member, officer, elected official, director, employee or agent (including any attorney) of the Tribe to enforce this Agreement.

14. Government Claims Act.

By entering into this Agreement, the County acknowledges and agrees that the Government Claims Act (the "Act"), including California Government Code Section 814, applies to the County. As to this Agreement, the Tribe may bring a breach of contract action for money or damages or an action seeking only non-monetary relief against the County in a court of competent jurisdiction. However, the term County does not include individual County officials or employees. No action, claim or proceeding may be brought against any member of the Board of Supervisors or County public official, elected official, appointed official or

employee, employee or agent to enforce this Agreement. The Tribe agrees to comply with all pre-suit claim requirements set forth in the Act, California Government Code Sections 905 through 951, and Santa Barbara County Code, Chapter 2, Article XVIII, Section 2-116. The County acknowledges and agrees that the Tribe is not required to present a claim before commencing an action that seeks no money or damages.

15. No Third Party Beneficiaries.

- a) In addition to Section VII.21 of this Agreement, no provision of this Agreement or any waiver of sovereign immunity contained herein shall provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the County and the Tribe, and, all provisions of the Agreement will be personal and solely between the County and the Tribe. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the Parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.
- b) In addition, the limited waiver by the Tribe shall not constitute a waiver of tribal sovereign immunity that may be available to, or asserted by, any member of the Tribe, officer of the Tribe, elected official of the Tribe, director of the Tribe, employee or agent (including any attorney) of the Tribe.
- c) Without limiting the generality of the foregoing, any waiver of sovereign immunity by the Tribe shall **NOT** apply to any claim by any Person, other than the County and Tribe, regardless of what form such claim takes, whether by complaint, intervention, joinder or any other method by which such claim is asserted.
- d) Solely for the purpose of this section, "Person" shall include any individual person and any governmental entity or legal entity, including, without limitation, corporations, limited liability companies, partnerships or associations or any other entity of any kind or type.

VI. DISPUTE RESOLUTION

16. Voluntary Resolution; Court Resolution.

In recognition of the government-to-government relationship of the Tribe and the County, the Parties shall make their best efforts to resolve disputes that arise under this Agreement by good faith negotiations whenever possible. Therefore, except for the right of either Party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the County shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Agreement, as follows:

- a) Either Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- b) The other Party shall respond in writing to the facts and issues set forth in the notice within thirty (30) days of receipt of the notice, unless both Parties agree in writing to an extension of time.
- c) The Parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within forty-five (45) days after receipt of the notice set forth in subdivision (a), unless both Parties agree in writing to an extension of time.
- d) Disputes that are not otherwise resolved, may be resolved in a court of competent jurisdiction as specified in Section VII.34 of this Agreement.

VII. MISCELLANEOUS

17. Determination by Secretary of the Interior Pursuant to 25 U.S.C. Section 81.

Although the Parties assert that not all provisions of this Agreement encumber Indian land, the County and the Tribe agree that the Agreement must be submitted to the Secretary of the Interior for approval by the Secretary of the Interior (or a designee of the Secretary of the Interior including the Regional Director), or for a determination that the Secretary's approval is not required. (25 U.S.C. Section 81.) If the Secretary of the Interior (or a designee of the Secretary of the Interior including the Regional Director) determines that the Agreement

falls within 25 U.S.C. Section 81 and does not approve the Agreement, the Agreement is void and the County and the Tribe do not have any further obligations under the Agreement.

18. Payments to County Not Subject to Mitigation Fee Act.

The County and Tribe agree that the Tribe's contributions to the 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). The County and Tribe 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.

19. 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 Tribe. 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 Tribe:

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

Notice to County:

County of Santa Barbara
Attn: Chief Executive Officer
105 East Anapamu Street
Santa Barbara, CA 93101

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.

20. Reopener.

The Tribe and County may agree to reopen negotiations related to Camp 4 if the circumstances of the Parties change during the term of this Agreement. Any

agreement to reopen negotiations must be mutually agreed upon, in writing, and in compliance with Section VII.22.

21. No Third Party Beneficiaries.

In addition to Section V.15 of this Agreement, nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the Parties hereto, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement, or any provision contained within such Agreement or any right to purport to enforce any provision hereof or to claim any right hereunder.

22. 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.

23. Assignment.

Neither the Tribe or County shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other Party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

24. Section Headings.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25. Severability.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. Incorporation by Reference.

The FONSI, Final EA and the exhibits to this Agreement are incorporated herein by reference.

27. 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. However, pursuant to Section I.2 of this Agreement, if Camp 4 is taken out of trust prior to December 31, 2040, this Agreement shall terminate on the date of the judicial order, judgment, or conveyance taking Camp 4 out of trust. If Camp 4 is placed back into trust prior to December 31, 2040, the terms of this Agreement will be in effect from the date Camp 4 is placed back into trust to December 31, 2040.

28. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

29. Time Is of the Essence.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

30. Waiver or Default.

No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of either Party.

31. Entire Agreement and Amendment.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that

this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

32. Successors and Assigns.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

33. Compliance with Law.

Both Parties shall, at their sole cost and expense, comply with all applicable Tribal, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

34. California Law.

Federal law and the laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court. Other than the Limited Waiver of Sovereign Immunity in Section V.13-15 of this Agreement, nothing herein shall extend the jurisdiction of the State of California or the County over the Tribe.

35. Execution of Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

36. Authority.

The Tribe 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 Tribe. The Tribe has authorized its officers to execute this Agreement by the adoption of Resolution No. [] adopted on [_____, 2017], a copy of which is attached hereto as Exhibit "D."

- 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 October 17, 2017.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Agreement has been executed by the Parties as of the day and year first set forth below and is effective in accordance with Section I.

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

By:

Kenneth Kahn
Tribal Chairman

DATED: _____

COUNTY:

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

By: _____
Joan Hartmann
Chair of Board of Supervisors

DATED: _____

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

APPROVED AS TO FORM:
Michael C. Ghizzoni, County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING
FORM:
Theodore Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

By: _____
Risk Management

EXHIBIT A

115TH CONGRESS
1ST SESSION

H. R. 1491
[Report No. 115–319]

To reaffirm the action of the Secretary of the Interior to take land into trust for the benefit of the Santa Ynez Band of Chumash Mission Indians, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 10, 2017

Mr. LAMALFA introduced the following bill; which was referred to the Committee on Natural Resources

SEPTEMBER 21, 2017

Additional sponsors: Mrs. TORRES, Mr. COOK, Mr. MCCLINTOCK, Mr. DENHAM, Mr. RUIZ, Mr. VARGAS, Mr. CÁRDENAS, Mr. KNIGHT, Mr. COLE, Mr. NUNES, Mr. CORREA, Mr. VALADAO, and Mrs. MIMI WALTERS of California

SEPTEMBER 21, 2017

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italic]

[For text of introduced bill, see copy of bill as introduced on March 10, 2017]

A BILL

To reaffirm the action of the Secretary of the Interior to take land into trust for the benefit of the Santa Ynez Band of Chumash Mission Indians, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Santa Ynez Band of Chumash Indians Land Affirmation Act of 2017”.

SEC. 2. REAFFIRMATION OF STATUS AND ACTIONS.

(a) RATIFICATION OF TRUST STATUS.—The action taken by the Secretary on January 20, 2017, to place approximately 1,427.28 acres of land located in Santa Barbara County, California, into trust for the benefit of the Santa Ynez Band of Chumash Indians is hereby ratified and confirmed as if that action had been taken under a Federal law specifically authorizing or directing that action.

(b) RATIFICATION OF ACTIONS OF THE SECRETARY.—The actions taken by the Secretary to assume jurisdiction over the appeals relating to the fee-to-trust acquisition of approximately 1,427.28 acres in Santa Barbara County, California, on January 30, 2015, is hereby ratified and confirmed as if that action had been taken under a Federal law specifically authorizing or directing that action.

(c) RATIFICATION OF ACTIONS OF THE SECRETARY.—The actions taken by the Secretary to dismiss the appeals relating to the fee-to-trust acquisition of approximately 1,427.28 acres in Santa Barbara County, California, on January 19, 2017, is hereby ratified and confirmed as if that action had been taken under a Federal law specifically authorizing or directing that action.

(d) ADMINISTRATION.—

(1) ADMINISTRATION.—The land placed into trust for the benefit of the Santa Ynez Band of Chumash Indians by the Secretary of the Interior on January 20, 2017, shall be a part of the Santa Ynez Indian Reservation and administered in accordance with the laws and regulations generally applicable to the land held in trust by the United States for an Indian tribe.

(2) EFFECT.—For purposes of certain California State laws (including the California Land Conservation Act of 1965, Government Code Section 51200, et seq.), placing the land described in subsection (b) into trust shall remove any restrictions on the property pursuant to California Government Code Section 51295 or any other provision of such Act.

(e) LEGAL DESCRIPTION OF LANDS TRANSFERRED.—The lands to be transferred pursuant to this Act are described as follows:

Legal Land Description/Site Location: Real property in the unincorporated area of the County of Santa Barbara, State of California, described as follows: PARCEL 1: (APN: 141-121-51 AND PORTION OF APN 141-140-10) LOTS 9 THROUGH 18, INCLUSIVE, OF TRACT 18, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105580 OF OFFICIAL RECORDS. PARCEL 2: (PORTION OF APN: 141-140-10) LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 24, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105581 OF OFFICIAL RECORDS. PARCEL 3: (PORTIONS OF APNS: 141-230-23 AND 141-140-10) LOTS 19 AND 20 OF TRACT 18 AND THAT PORTION OF LOTS 1, 2, 7, 8, 9, 10, AND 15 THROUGH 20, INCLUSIVE, OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105582 OF OFFICIAL RECORDS. PARCEL 4: (APN: 141-240-02 AND PORTION OF APN: 141-140-10) LOTS 1 THROUGH 12, INCLUSIVE, OF TRACT 25, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105583 OF OFFICIAL RECORDS. PARCEL 5: (PORTION OF APN: 141-230-23) THAT PORTION OF LOTS 3 AND 6 OF TRACT 16, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP SHOWING THE SUBDIVISIONS OF THE CANADA DE LOS PINOS OR COLLEGE RANCHO, FILED IN RACK 3, AS MAP 4 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT LIES NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE LAND GRANTED TO THE STATE OF CALIFORNIA BY AN EXECUTOR'S DEED RECORDED APRIL 2, 1968 IN BOOK 2227, PAGE 136 OF OFFICIAL RECORDS OF SAID COUNTY. THIS LEGAL IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 5, 2001 AS INSTRUMENT NO. 01-105584 OF OFFICIAL RECORDS.

(f) RULES OF CONSTRUCTION.—Nothing in this Act shall—

(1) *enlarge, impair, or otherwise affect any right or claim of the Tribe to any land or interest in land that is in existence before the date of the enactment of this Act;*

(2) *affect any water right of the Tribe in existence before the date of the enactment of this Act; or*

(3) *terminate or limit any access in any way to any right-of-way or right-of-use issued, granted, or permitted before the date of the enactment of this Act.*

(g) *RESTRICTED USE OF TRANSFERRED LANDS.—The Tribe may not conduct, on the land described in subsection (b) taken into trust for the Tribe pursuant to this Act, gaming activities—*

(1) *as a matter of claimed inherent authority; or*

(2) *under any Federal law, including the Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.) and regulations promulgated by the Secretary or the National Indian Gaming Commission under that Act.*

(h) *DEFINITIONS.—For the purposes of this section:*

(1) *SECRETARY.—The term “Secretary” means the Secretary of the Interior.*

(2) *TRIBE.—The term “Tribe” means the Santa Ynez Band of Chumash Mission Indians.*

EXHIBIT B

SAMPLE LETTER

The Honorable Kevin McCarthy
Majority Leader
U.S. House of Representatives
Washington, D.C. 20515

Dear Leader McCarthy:

On behalf of the Board of Supervisors of the County of Santa Barbara, I write to express the Board's support for H.R. 1491, the Santa Ynez Band of Chumash Indians Land Affirmation Act of 2017. This legislation codifies the administrative action to take approximately 1,427 acres of land within Santa Barbara County, known as Camp 4, into trust for the benefit of the Tribe.

On October XX, 2017, the Santa Ynez Band of Chumash Indians and Santa Barbara County entered into a long-term cooperative Memorandum of Agreement to protect the mutual interests of County residents and Tribal members. As a result, the County of Santa Barbara and Santa Ynez Band of Chumash Indians have reached a settlement resolving the County's related litigation, *County of Santa Barbara v. Zinke et al.*, Case No. 2:17-cv-703-SVW-AFM. Therefore, at this time and in light of the settlement, the County no longer takes issue with the FONSI/Final EA or fee-to-trust decision, and supports the Tribe's pursuit of tribal housing and facilities development. In addition, the Secretary of the Interior (or a designee of the Secretary of the Interior including the Regional Director) reviewed the Memorandum of Agreement and determined _____; therefore, the Memorandum of Agreement between the County and the Tribe is now effective.

The County's adopted 2017 Legislative Platform "supports government-to-government relations that recognize the role and unique interests of tribes, states, counties, and other local governments to protect all members of their communities" and supports judicially enforceable agreements between counties and tribal governments. The County supports congressional legislative ratification of the taking of approximately 1,427 acres in trust referred to as Camp 4 and reference to this Agreement between the County and Tribe. The legislation coupled with a judicially enforceable Memorandum of Agreement is consistent with and furthers the County's legislative platform.

The Tribe and the County jointly request that H.R. 1491 be amended to add the following findings to H.R. 1491 to reference this Agreement:

- On October 13, 2017, the General Council of the Santa Ynez Band of Chumash Indians voted to approve the Memorandum of Agreement between the County of Santa Barbara and the Santa Ynez Band of Chumash Indians regarding the approximately 1,427.28 acres of land, commonly known as Camp 4, and authorized the Tribal Chairman to sign the Memorandum of Agreement.
- On October 17, 2017, the Board of Supervisors for the County of Santa Barbara approved the Memorandum of Agreement on Camp 4 and authorized the Chair to sign the Memorandum of Agreement.
- Such Memorandum of Agreement was approved by the Secretary of the Interior pursuant to 25 U.S.C. section 81 (or the Secretary of the Interior determined that approval of the Memorandum of Agreement pursuant to 25 U.S.C. section 81 was not required).

At this time, with the litigation settled and a mitigation agreement in place, the County's initial reservations about the legislation have been addressed. Accordingly, the County encourages the Congress to enact this legislation without delay.

Sincerely,

Chair, Santa Barbara County Board of Supervisors

CC: The Honorable Dianne Feinstein
The Honorable Kamala Harris
The Honorable Doug LaMalfa

EXHIBIT C

MITIGATION MONITORING AND ENFORCEMENT PROGRAM

EXHIBIT C

MITIGATION MONITORING AND ENFORCEMENT PROGRAM

INTRODUCTION

Pursuant to 40 C.F.R. 1508.13, a Finding of No Significant Impact (FONSI) has been prepared. The Council of Environmental Quality (CEQ) recommends that a Mitigation Monitoring and Enforcement Program (MMEP) be adopted and summarized in certain FONSI documents. The Bureau of Indian Affairs (BIA) is the lead agency for National Environmental Policy Act (NEPA) compliance purposes. In order to minimize or avoid potentially significant impacts that could occur as a result of the Proposed Action, mitigation measures have been developed and incorporated into this MMEP.

TRIBAL MITIGATION MONITORING OVERVIEW

This chapter has been created to guide mitigation compliance before, during, and after implementation of the selected alternative, as required by NEPA. The mitigation measures described below were created through the analysis of potential impacts within the Final EA and in response to comment received on the Final EA. As specified in the following table, the compliance monitoring and evaluation will be performed by the Tribe, and if warranted the United States Fish and Wildlife Service (USFWS), United States Army Corps of Engineers (USACE), California Department of Transportation (Caltrans), United States Environmental Protection Agency (USEPA), and Santa Barbara County as indicated in the description of each measure. The MMEP is included within the FONSI to provide:

- Requirements for compliance of the mitigation measures specifically created to mitigate impacts;
- List of responsible parties;
- Timing of mitigation measure implementation.

Mitigation measures included within the following table list the responsible party, the compliance standards, implementation timeline, and verification of completion. Where applicable, mitigation measures will be monitored and enforced pursuant to federal law, tribal ordinances, and agreements between the Tribe and appropriate governmental authorities, as well as the FONSI.

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>Land Resources</p> <ul style="list-style-type: none"> ▪ The Tribe shall comply with the National Pollutant Discharge Elimination System Permit (NPDES Construction General Permit) from the United States Environmental Protection Agency (EPA) for construction site runoff during the construction phase in compliance with the Clean Water Act (CWA). A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared, implemented, and maintained throughout the construction phase of the development, consistent with Construction General Permit requirements. The SWPPP shall detail the BMPs to be implemented during construction and post-construction operation of the selected project alternative to reduce impacts related to soil erosion and water quality. The BMPs shall include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Existing vegetation shall be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction and remediation. ○ Temporary erosion control measures (such as silt fences, fiber rolls, vegetated swales, a velocity dissipation structure, staked straw bales, temporary re-vegetation, rock bag dams, erosion control blankets, and sediment traps) shall be employed for disturbed areas during the wet season. ○ No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months. ○ Construction activities shall be scheduled to minimize land disturbance during peak runoff periods. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. ○ Creating construction zones and grading only 	<p>Tribe General Contractor</p>	<p>NPDES permit shall be obtained from USEPA SWPPPs shall be completed for all construction and excavation activities Measures identified on the SWPPP shall be included in construction plans A copy of the SWPPP shall be current and remain on-site SWPPP practices shall be implemented on-site during construction Geotechnical and soil laboratory testing performed in accordance with engineering industry practices Grading other plans to be reviewed and approved by appropriate licensed professionals Grading and foundation work related to expansive soils to be approved by a licensed engineer Design-level geotechnical specifications addressing the specific grading and development plans shall be developed and approved by a licensed engineer Measures shall be included in construction specifications</p>	<p>Planning and Construction Phases</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>one area or part of a construction zone at a time shall minimize exposed areas. If possible during the wet season, grading on a particular zone shall be delayed until protective cover is restored on the previously graded zone.</p> <ul style="list-style-type: none"> ○ Disturbed areas shall be re-vegetated following construction activities. ○ Construction area entrances and exits shall be stabilized with crushed aggregate. ○ Sediment shall be retained on-site by a system of sediment basins, traps, or other appropriate measures. ○ A spill prevention and countermeasure plan shall be developed which identifies proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used on-site. ○ Petroleum products shall be stored, handled, used, and disposed of properly in accordance with provisions of the Clean Water Act [33 United States Code (U.S.C.) 1251 to 1387]. ○ During the wet season, construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of surface and groundwater. ○ Fuel and vehicle maintenance areas shall be established away from all drainage courses and designed to control runoff. ○ Sanitary facilities shall be provided for construction workers. ○ Disposal facilities shall be provided for soil wastes, including excess asphalt during construction and demolition. <ul style="list-style-type: none"> ▪ All workers shall be trained in the proper handling, use, cleanup, and disposal of all chemical materials used during construction activities and shall provide 	<p>Tribe General Contractor</p>	<p>Measures shall be included in construction specifications</p>	<p>Construction</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>appropriate facilities to store and isolate contaminants.</p> <ul style="list-style-type: none"> All contractors involved in the project shall be trained on the potential environmental damages resulting from soil erosion prior to development by conducting a pre-construction conference. Copies of the project's erosion control plan shall be distributed at that time. All construction bid packages, contracts, plans, and specifications shall contain language that requires adherence to the plan. 				
<p>Water Resources</p>				
<ul style="list-style-type: none"> Development and implementation of a SWPPP under Section 5.1 will reduce impacts to stormwater quality. 	<p>Tribe</p>	<p>NPDES permit shall be obtained from USEPA SWPPPs shall be completed for all construction and excavation activities Measures identified on the SWPPP shall be included in construction plans A copy of the SWPPP shall be current and remain on-site SWPPP practices shall be implemented on-site during construction Measures shall be included in construction specifications</p>	<p>Construction</p>	
<ul style="list-style-type: none"> Through contractual obligations, the Tribe shall ensure that construction of the wastewater treatment plant and roadways located adjacent to flood areas occur in the dry season. 	<p>Tribe General Contractor</p>	<p>Measure shall be included in construction specifications</p>	<p>Construction</p>	
<ul style="list-style-type: none"> Recycled water application areas shall be monitored to ensure off-site runoff does not occur. Provisions included within monitoring requirements to reduce the potential for off-site flow shall include: 	<p>Tribe</p>	<p>NPDES permit shall be obtained from USEPA Measure shall be included in construction specifications</p>	<p>Operation Phase</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<ul style="list-style-type: none"> ○ Recycled water shall be applied to confined areas (such as landscaped areas) only during periods of dry weather. In accordance with the water balance and seasonal storage requirements presented in the Water and Wastewater Feasibility Analysis (Appendix C), a minimum of five acre-feet of storage shall be provided to account for storage during wet weather and winter months when irrigation rates are lowest. The Tribe shall not apply recycled water 24 hours prior to a forecasted rain event and shall wait 24 hours after the rain event to apply recycled water. ○ Recycled water shall not be applied during periods of winds exceeding 30 miles per hour (mph). ○ Recycled water shall not be applied within 100 feet of a water of the U.S. 				
<ul style="list-style-type: none"> ▪ New groundwater wells shall be located within the central portion of the project site, south of the Baseline fault within the permeable sands of the water-bearing Careaga Formation. 	Tribe	Measure shall be included in construction specifications	Operation Phase	
<ul style="list-style-type: none"> ▪ During years when the County of Santa Barbara declares local drought conditions, there will be no turf grass irrigation allowed, thereby reducing residential lawn water demand to zero. 	Tribe	Measures shall be included in construction specifications	Construction and Operation Phases	
Air Quality				
<ul style="list-style-type: none"> ▪ Through contractual obligations, the Tribe shall ensure construction vehicles, delivery, and commercial vehicles do not idle for more than five minutes. 	Tribe General Contractor	Measures shall be included in construction specifications and implemented throughout construction.	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ Through contractual obligations, the Tribe shall ensure heavy duty construction equipment is equipped with diesel particulate matter filters, which would reduce particulate matter from exhaust by 50 	Tribe General Contractor	Measures shall be included in construction specifications and implemented throughout construction.	Planning and Construction Phases	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<ul style="list-style-type: none"> Through contractual obligations, the Tribe shall ensure that exposed surfaces and unpaved roads are water twice a day, which would reduce fugitive dust emissions by 55 percent. Through contractual obligations, the Tribe shall ensure that construction equipment on unpaved roads would not exceed 15 miles per hour, which would reduce fugitive dust emissions by 44 percent. Residential architectural coating will be low ROG coatings, which would reduce ROG emissions by 10 percent. Through contractual obligations, the Tribe shall, to the extent possible and feasible, require the use of heavy duty construction equipment that meets CARB's most recent certification standards. 	<p>Tribe</p> <p>General Contractor</p> <p>Tribe</p> <p>Tribe</p> <p>Tribe</p>	<p>Measures shall be included in construction specifications and implemented throughout construction.</p> <p>Measures shall be included in construction specifications and implemented throughout construction.</p> <p>Tribe shall comply with industry standards</p> <p>Measures shall be included in construction specifications</p> <p>CARB standards and regulations</p>	<p>Planning and Construction Phases</p> <p>Planning and Construction Phases</p> <p>Planning, Construction, and Operation Phases</p> <p>Planning and Construction Phases</p>	
Climate Change				
<ul style="list-style-type: none"> The Tribe shall adopt and comply with the California Green Building Code and exceed Title 24 standards by 25 percent. The Tribe shall recycle 75 percent of the solid waste generated on-site. The Tribe shall work with the Santa Ynez Valley Transit to extend public transportation to the project site and construct public transportation stops on Baseline Road east of SR-154. 	<p>Tribe</p> <p>Tribe</p> <p>Tribe</p>	<p>California Green Building Code</p> <p>Title 24 standards</p> <p>Measures shall be included in construction specifications</p>	<p>Planning, Construction, and Operation Phases</p> <p>Construction and Operation Phases</p> <p>Planning and Operation Phases</p>	
Biological Resources				
<p>Oak Trees</p> <ul style="list-style-type: none"> Once the construction footprint is finalized, the contractor shall flag any oak trees slated for removal prior to groundbreaking. A qualified arborist shall 	<p>Tribe</p>	<p>Measures shall be included in construction specifications</p>	<p>Planning and Construction Phases</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>survey trees anticipated for removal, identify any oak trees within the selected footprint, and prepare an Arborist Report. The Arborist Report shall identify all oak trees anticipated for removal and require a no net loss of oak trees. The Arborist Report shall provide a revegetation plan that includes proposed planting locations within the project site with a minimum spacing of 20 feet, protection within the dripline of newly planted trees, and a five-year monitoring plan to ensure that the revegetation effort is successful.</p>				
<p><i>Waters of the U.S.</i></p> <ul style="list-style-type: none"> ▪ Any proposed construction activities that would occur within the vicinity of potentially jurisdictional waters of the U.S. shall be conducted during the dry season (i.e., April 15 through October 15) to further reduce the quantity of potential sedimentation within the watershed. ▪ A Section 404 Clean Water Act permit shall be obtained from the U.S. Army Corps of Engineers (USACE) prior to any discharge of dredged or fill material into waters of the U.S. An Individual Permit may be required if the development of the selected alternative exceeds 0.5 acres of impacts to waters of the U.S. The Tribe shall comply with all the terms and conditions of the permit and compensatory mitigation shall be in place prior to any direct effects to waters of the U.S. At minimum, mitigation measures require the creation of waters of the U.S. at a 1:1 ratio for any affected waters of the U.S. The U.S. Environmental Protection Agency (USEPA) shall require a 401 Water Quality Certification permit prior to the USACE issuance of a 404 permit. Mitigation shall be implemented in compliance with any permits. <p><i>Federally Listed Wildlife</i></p>	<p>Tribe</p>	<p>Setbacks will be delineated and monitored by a qualified biologist during construction activities</p> <p>A CWA 404 permit shall be obtained from the USACE if avoidance is not possible</p> <p>A CWA Section 401 Water Quality Certification permit shall be obtained from USEPA if avoidance is not possible</p> <p>Measures shall be included in construction specifications</p>	<p>Planning and Construction Phases</p>	
	<p>Tribe</p>	<p>Section 7 of the Endangered</p>	<p>Planning and</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>Vernal Pool Fairy Shrimp</p> <ul style="list-style-type: none"> ▪ Prior to the final site determination of the residential units, utility corridors, roadways, and any other project component that would result in ground disturbance, a 250 foot wetland habitat buffer zone will be established around seasonal wetland habitat within the project site to assure avoidance of direct or indirect impacts to VPFS. ▪ Prior to construction within 500 feet of a wetland habitat buffer zone, a qualified biologist shall demarcate each buffer zone using appropriate materials such as high visibility construction fencing, which will not be removed until the completion of construction activities within 500 feet of the wetland habitat buffer zone. ▪ Staging areas shall be located away from the wetland habitat buffer zones. Temporary stockpiling of excavated or imported material shall occur only in approved construction staging areas. ▪ Prior to construction within 500 feet of a wetland buffer zone, a USFWS-approved biologist shall conduct a habitat sensitivity training related to VPFS for project contractors and personnel. Supporting materials containing training information shall be prepared and distributed. Upon completion of training, all construction personnel shall sign a form stating that they have attended the training and understand all the conservation measures. Training shall be conducted in languages other than English, as appropriate. Proof of this instruction will be kept on file with the Tribe. The Tribe will provide the USFWS with a copy of the training materials and copies of the signed forms by project staff indicating that training has been completed within 30 days of the completion of the first training session. Copies of signed forms will be submitted monthly as additional training occurs for new employees. The 		<p>Species Act</p>	<p>Construction Phases</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>crew foreman will be responsible for ensuring that construction personnel adhere to the guidelines and restrictions. If new construction personnel are hired following the habitat sensitivity training, the crew foreman will ensure that the personnel receive the mandatory training before starting work.</p> <p>California Red-Legged Frog</p> <ul style="list-style-type: none"> A qualified biologist shall conduct a habitat sensitivity training related to CRLF for project contractors and personnel, as identified under the mitigation measures for VPFS. A qualified biologist shall conduct a preconstruction survey within 14 days prior to the onset of construction activities occurring within 1.6 kilometers of potential breeding habitat. A qualified biologist shall monitor construction activities during initial grading activities within the project site. Should a CRLF be detected within the construction footprint, grading activities shall halt and the USFWS shall be consulted. No grading activities shall commence until the biologist determines that the CRLF has vacated the construction footprint on its own accord and the USFWS authorizes the re-initiation of grading activities. If the National Weather Service forecast predicts a rain event of ½ inch or more over a 48-hour period for the worksite area, construction activities will be halted 24 hours before the rain event is anticipated to begin. Construction activities, for the purposes of this protective measure, consist of all activities which pose a risk of crushing dispersing amphibians including driving construction vehicles and equipment, and activities that alter the natural contours of the existing property including digging trenches, modifying drainages, vegetation clearing and grubbing, land grading, and pouring of building 				

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>pads for new structures. After a rain event, a qualified biologist will conduct a pre-construction survey for amphibians dispersing through the project site. Construction will resume only after the site has sufficiently dried and the qualified biologist determines that amphibians are unlikely to be dispersing through the project site.</p>				
<p><i>Nesting Migratory Birds and Other Birds of Prey</i></p> <ul style="list-style-type: none"> ▪ If any construction activities (e.g., building, grading, ground disturbance, removal of vegetation) are scheduled to occur during the nesting season, pre-construction bird surveys shall be conducted. The nesting season generally extends from February 1 to September 15. Preconstruction surveys for any nesting bird species shall be conducted by a qualified wildlife biologist throughout all areas of suitable habitat that are within 500 feet of any proposed construction activity. The surveys shall occur no more than 14 days prior to the scheduled onset of construction activities. If construction is delayed or halted for more than 14 days, another preconstruction survey for nesting bird species shall be conducted. If no nesting birds are detected during the preconstruction surveys, no additional surveys or mitigation measures are required. ▪ Any trees proposed for removal shall be removed outside of the nesting season. The nesting season generally extends from February 1 to September 15. ▪ If nesting bird species are observed within 500 feet of construction areas during the surveys, appropriate avoidance setbacks shall be established. The size and scale of nesting bird avoidance setbacks shall be determined by a qualified wildlife biologist and shall be dependent upon the species observed and the location of the nest. Avoidance setbacks shall be established around all active nest locations via stakes and high visibility fencing. The nesting bird setbacks shall be completely avoided during 	<p>Tribe</p>	<p>Surveys shall be conducted by a qualified biologist Appropriate avoidance setbacks will be established and monitored by a qualified biologist If avoidance is unavoidable, consultation with USFWS shall be initiated Measures shall be included in construction specifications</p>	<p>Planning and Construction Phases</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>construction activities and the fencing must remain intact. The qualified wildlife biologist shall also determine an appropriate monitoring plan and decide if construction monitoring is necessary during construction activities. The setback fencing may be removed when the qualified wildlife biologist confirms that the nest is no longer occupied and all birds have fledged.</p> <ul style="list-style-type: none"> ▪ If impacts (i.e., take) to migratory nesting bird species are unavoidable, consultation with the USFWS shall be initiated. Through consultation, an appropriate and acceptable course of action shall be established. 				
Cultural Resources				
<ul style="list-style-type: none"> ▪ Prior to the final siting of the residential units, utility corridors, roadways, and any other project component that would result in ground disturbance, a qualified archaeologist shall identify appropriate buffer zones around each cultural resource to assure avoidance during construction. 	Tribe General Contractor	Measures shall be included in construction specifications	Planning and Construction Phase	
<ul style="list-style-type: none"> ▪ Prior to construction within 500 feet of a cultural resource buffer zone, a qualified Tribal Cultural Resource Monitor shall demarcate each buffer zone using appropriate materials such as high visibility construction fencing, which will not be removed until the completion of construction activities within 500 feet of the cultural resource buffer zone. 	Tribe General Contractor	If archeological resources are discovered, a professional archeologist shall assess their significance and an appropriate course of action shall be decided A treatment plan shall be developed in accordance with standard industry practices Measures shall be included in construction specifications	Construction Phase (if warranted)	
<ul style="list-style-type: none"> ▪ A qualified Tribal Cultural Resource Monitor shall monitor construction activities occurring within 500 feet of the buffer zone. 	Tribe General Contractor	Any fossils discovered during construction shall be collected and catalogued by an approved paleontologist/geologist Procedures for the discovery	Construction Phase (if warranted)	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<ul style="list-style-type: none"> In the event that any prehistoric or historic cultural resources, or paleontological resources, are discovered during ground-disturbing activities, all work within 50 feet of the resources shall be halted and the Tribe and the Bureau of Indian Affairs (BIA) archaeologist shall be consulted to assess the significance of the find. If any find is determined to be significant by the qualified professionals, then appropriate agency and tribal representatives shall meet to determine the appropriate course of action. 	<p>Tribe General Contractor</p>	<p>and recovery of fossils shall be included in construction specifications Any fossils discovered during construction shall be collected and catalogued by an approved paleontologist/geologist Procedures for the discovery and recovery of fossils shall be included in construction specifications</p>	<p>Construction Phase (if warranted)</p>	
<ul style="list-style-type: none"> If human remains are encountered, work shall halt in the vicinity of the find and the Santa Barbara County Coroner shall be notified immediately. Pursuant to 36 Code of Federal Regulations (C.F.R.) Part 800.13 of the National Historic Preservation Act (NHPA); <i>Post-Review Discoveries</i>, and 43 C.F.R. § 10.4 (2006) of the Native American Graves Protection and Repatriation Act (NAGPRA); <i>Inadvertent Discoveries</i>, the State Historic Preservation Office (SHPO) and the BIA archaeologist will also be contacted immediately. No further ground disturbance shall occur in the vicinity of the find until the County Coroner, SHPO, and BIA archaeologist have examined the find and agreed on an appropriate course of action. If the remains are determined to be of Native American origin, the BIA representative shall notify a Most Likely Descendant (MLD). The MLD is responsible for recommending the appropriate disposition of the remains and any grave goods. 	<p>Tribe General Contractor</p>	<p>Procedures for the recovery of human remains pursuant to 43 C.F.R. 10.4 Procedure shall be included in construction specifications</p>	<p>Construction Phase (if warranted)</p>	
<ul style="list-style-type: none"> Should paleontological resources be unearthed, a paleontological resource impact mitigation plan (PRIMP) shall be prepared prior to further earthmoving in the vicinity of the find. The PRIMP shall detail the procedures for collecting and 	<p>Tribe General Contractor</p>	<p>Any fossils discovered during construction shall be collected and catalogued by an approved paleontologist/geologist Procedures for the discovery</p>	<p>Construction Phase (if warranted)</p>	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>preserving the discovered fossils. Any fossils discovered during construction shall be accessioned in an accredited scientific institution for future study.</p>		<p>and recovery of fossils shall be included in construction specifications</p>		
<p>Transportation and Circulation</p>				
<p><i>Alternatives A and B – Near Term</i></p>				
<ul style="list-style-type: none"> SR-246 at SR-154 – The Tribe shall pay a fair share contribution of 22.5 percent for Alternative A or 23.2 percent for Alternative B for the development of a roundabout being installed by Caltrans at SR-246 at AR-154. 	<p>Tribe General Contractor</p>	<p>Proportionate share agreement Standard industry practices</p>	<p>Planning phase</p>	
<p><i>Alternatives A and B – Cumulative</i></p>				
<ul style="list-style-type: none"> SR-154 Corridor – The Tribe shall pay a fair share contribution, as indicated in Table 5.7-1 in Section 5.0, for the development of either roundabouts or signalization of specified intersections as determined by Caltrans. Completion of roundabouts at these intersections would result in a LOS A. Signalization of these intersections would result in a LOS B. Completion of roundabouts or signalization of the above intersections would result in an acceptable level of service on the highway segments SR-154 North of Edison Street and SR-154 South of SR-246-Armour Ranch Road. 	<p>Tribe General Contractor</p>	<p>Proportionate share agreement Standard industry practices</p>	<p>Planning phase</p>	
<ul style="list-style-type: none"> SR-246 Corridor – The Tribe shall pay a fair share contribution, as indicated in Table 5.7-1 in Section 5.0, for the development of either roundabouts or signalization of specified intersections as determined by Caltrans. Completion of roundabouts at these intersections would result in a LOS A. Signalization of these intersections would result in a LOS B. Completion of roundabouts or signalization of the above intersections would result in an acceptable level of service on the highway segment SR-246 from SR-154 to Solvang. 				

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
Public Services				
<ul style="list-style-type: none"> ▪ To minimize the risk of fire and the need for fire protection services during construction, any construction equipment that normally includes a spark arrester shall be equipped with a spark arrester in good working order. This includes, but is not limited to, vehicles, heavy equipment, and chainsaws. 	Tribe General Contractor	Standard industry practices consistent with equivalent state and local standards Development plans to be reviewed and approved by appropriate licensed professionals Measures shall be included in construction specifications	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ During construction, staging areas, welding areas, and areas slated for development using spark-producing equipment shall be cleared of dried vegetation or other materials that could serve as fire fuel. To the extent feasible, the contractor shall keep these areas clear of combustible materials in order to maintain a firebreak. 	Tribe General Contractor	Standard industry practices consistent with equivalent state and local standards Development plans to be reviewed and approved by appropriate licensed professionals Measures shall be included in construction specifications	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ Fire extinguishers shall be maintained onsite and inspected on a regular basis. 	Tribe General Contractor	Standard industry practices consistent with equivalent state and local standards Development plans to be reviewed and approved by appropriate licensed professionals Measures shall be included in construction specifications	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ An evacuation plan shall be developed for the project alternatives in the event of a fire emergency. 	Tribe	Standard industry practices, consistent with equivalent state and local standards	Planning Phase	
<ul style="list-style-type: none"> ▪ Prior to development of the project site, the Tribe will either: 	Tribe	Standard industry practices, consistent with equivalent state and local standards	Planning Phase	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<ul style="list-style-type: none"> o Grant permission to the Santa Barbara County Fire Protection Department (SBCFD) to enter the project site after it has been taken into trust while maintaining the Tribe's existing funding of the SBCFD via the Special Distribution Funding and/or other grant programs; or o Enter into a new agreement with the SBCFD to provide fire protection and emergency response services on the project site after it has been taken into trust. As part of this agreement, the SBCFD will ensure it has either revised its existing or entered into a new Cooperative Wildland Fire Management and Stafford Act Response Agreement (Cooperative Agreement), as necessary, with the California Department of Forestry and Fire Protection (CAL FIRE) such that the SBCFD is authorized to provide fire protection and emergency response services on the project site after it has been taken into trust. 		<p>Development plans to be reviewed and approved by licensed professionals</p> <p>Measures shall be included in construction specifications</p>		
Hazardous Materials				
<ul style="list-style-type: none"> ▪ Potentially hazardous materials, including fuels, shall be stored away from drainages and secondary containment shall be provided for all hazardous materials during construction. 	Tribe General Contractor	Measures shall be included in construction specifications Hazardous materials storage and disposal plan shall be developed in accordance with industry practices	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ A spill prevention and countermeasure plan shall be developed which identifies proper storage, collection, and disposal measures for potential pollutants (such as fuel storage tanks) used onsite, as well as the proper procedures for cleaning up and reporting spills. 	Tribe General Contractor	Measures shall be included in construction specifications Hazardous materials storage and disposal plan shall be developed in accordance with industry practices	Planning and Construction Phases	
<ul style="list-style-type: none"> ▪ Vehicles and equipment used during construction shall be provided proper and timely maintenance to reduce the potential for mechanical breakdowns leading to a spill. Maintenance and fueling shall be 	Tribe General Contractor	Measures shall be included in construction specifications Hazardous materials storage and disposal plan shall be	Planning and Construction Phases	

Mitigation Measure	Implementing Responsibility	Compliance Standards	Timing	Verification (Date/Initial)
<p>conducted in an area that meets the criteria set forth in the spill prevention plan.</p> <ul style="list-style-type: none"> A hazardous materials storage and disposal plan shall be prepared. The plan shall provide a detailed inventory of hazardous materials to be stored and used onsite, provide appropriate procedures for disposal of unused hazardous materials, and detail training requirements for employees that handle hazardous materials as a normal part of their employment. The plan shall also include emergency response procedures in the event of an accidental release of hazardous materials. 	<p>Tribe General Contractor</p>	<p>developed in accordance with industry practices Measures shall be included in construction specifications Hazardous materials storage and disposal plan shall be developed in accordance with industry practices</p>	<p>Planning and Construction Phases</p>	

EXHIBIT D

RESOLUTION NO. _____

WHEREAS: The Santa Ynez Band of Chumash Indians is a federally-recognized Indian Tribe exercising powers of self-government over the residents and lands of the Santa Ynez Indian Reservation according to the Tribe's Articles of Organization, as amended, which has been approved by the authorized representative of the Secretary of the Interior pursuant to Section 16 of the Indian Reorganization Act (25 U.S.C. 476 et seq.); and

WHEREAS: The General Council is the governing body of the Tribe, pursuant to Article IV, Section 1 of the Tribe's Articles of Organization; and

WHEREAS: The General Council has approved the transfer into federal trust of approximately 1,400 acres in Santa Ynez, California, previously purchased from Fess Parker Ranch, L.L.C. ("Camp 4"); and

WHEREAS: The General Council has approved the entering into of a Memorandum of Agreement ("Agreement") with the County of Santa Barbara ("County") for mitigation payments to the County of \$178,500 a year from January 1, 2024 to December 31, 2040 unless started earlier by the completion of a home after the cancellation of the Williamson Act Contract. In addition, the Tribe agrees to comply with its Final Environmental Assessment (EA), Finding of No Significant Impact (FONSI) Alternative B and the Mitigation Management Plan contained therein, all in consideration of the dismissal by the County of its federal lawsuit with prejudice if possible and support by the County of H.R. 1491 as amended.

NOW, THEREFORE BE IT RESOLVED that the General Council delegates the necessary authority to the Business Committee to enter into arrangements and make any agreements necessary to accomplish the transfer into federal trust of Camp 4 and approves and ratifies that trust transfer effective January 20, 2017;

BE IT FURTHER RESOLVED that the Santa Ynez Band of Chumash Indians, through its General Council, hereby approves in full that Memorandum of Agreement with the County, including, without limitation, limited waiver of sovereign immunity contained therein and irrevocable for the term of such Agreement;

BE IT FURTHER RESOLVED that the Santa Ynez General Council hereby authorizes Chairman Kenneth Kahn, or Vice Chairman Raul Armenta if the Chairman is not available, to sign, accept, enter into and deliver the

Memorandum of Agreement with the County and all other documents necessary to make such Agreement legally effective and in full force and effect.

CERTIFICATION

The foregoing resolution was considered by the Santa Ynez General Council at a duly called meeting on September 28, 2017 at which meeting a quorum was not present. Therefore, pursuant to the Tribe's governing document, the Articles of Organization, the resolution was mailed out to ballot and the ballots were tallied by the Ballot Committee on October 13, 2017, and the count was ____ in favor, ____ opposed, and ____ abstaining.

ATTEST:

Kenneth Kahn, Chairman

Maxine Littlejohn, Secretary-Treasurer