

County of Santa Barbara Ad Hoc Subcommittee and Santa Ynez Band of Chumash Indians Term Sheet Proposals & Responses 12/10/15 – 03/01/16

County Proposal 12-10-15	Chumash Proposal 01-14-16	County Response 02-01-16	Chumash Response 02-05-16	Chumash Response 03-01-16
Introduction/Preamble				
<p>The 194 acres of land designated for Tribal Housing, located on Parcel 2 of the land commonly known as Camp 4.</p> <p>The 30 acres of land designated as Special Purpose Zone for Tribal Community facilities/Tribal Center located on Parcel 4 of the land commonly known as Camp 4.</p>	<p>Camp 4 is composed of five (5) legal parcels by the County. The preferred one (1) acre alternative includes all five parcels.</p>	<p>Parcels 2 & 4 Fee to Trust to address Tribal Housing and Tribal Community Facilities/Tribal Center project as described, set forth and adopted with in the Final EA and approved via Tribal Resolution 930B.</p> <p><u>Proposal contingent upon the Tribe accepting all items referenced in County 02-01-16 proposal</u>, and all items set forth and adopted in Final EA and Tribal Resolution 930B including but not limited to: no gaming (page 2-13 of Final EA) 1 acre lots, 143 housing units, 30-acre tribal facility (page 2-12+ and figure 2-2 of EA) and full payment of in lieu funds for mitigation (Reference3b) must be provided to County.</p>	<p>Take all 5 parcels into trust with tribal land trust (Sycuan/Kumeyaay Diegueño Land Conservancy example) on portions of Parcels (3) and (5) along Highway 154.</p>	<p>SYV Community Plan (SYVCP) LUG-SYV-6.1 contemplates this type of County-Tribal agreement:</p> <p style="text-align: center;">LUG-SYV-6.1 (p. 21): The County shall pursue legally enforceable government-to-government agreements with entities seeking to obtain jurisdiction over land within the Plan Area to encourage compatibility with the surrounding area and to mitigate environmental and financial impacts with the County.</p> <p>http://longrange.sbcountyplanning.org/planareas/santaynez/syv_cp.php</p> <p>--will zone all parcels per separate zoning map; all five Camp 4 parcels, the 356 acres and all properties owned at the Edison/Hwy 246 intersection and east of 6.9 acres, including new gas station, all into trust.</p>
<p>In order to streamline the approval process, if a final agreement is reached, the County of Santa Barbara will support Fee-to-Trust through an Act of Congress or the BIA process for that part of Camp 4 being used for Tribal Housing and a Tribal Center.</p>	<p>If final agreement is reached, the County of Santa Barbara will support FTT through an Act of Congress and the BIA process for Camp 4 being used for Tribal Housing and a Tribal Center.</p>	<p>In order to streamline the approval process, if a final agreement is reached, the County of Santa Barbara will support Fee-to-Trust through an Act of Congress or the BIA process for that part of Camp 4 being used for Tribal Housing and a Tribal Center.</p>	<p>County ok if agreement reached.</p>	
1) Waiver of Sovereign Immunity				
<p>a) Limited waiver of sovereign immunity by Tribe as proposed</p>	<p>Currently in progress.</p>	<p>a) Limited waiver of sovereign immunity by Tribe as</p>	<p>County has agreed to waiver in 2015 new Compact, but County refuses to waive its</p>	<p>a) Tribe will accept any change supported by judicial authority. Tribe has State Legislative Counsel opinion as</p>

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by Tribe with revisions.		proposed by Tribe with revisions.	immunity; unclear effects of proposed County changes to 2015 new compact waiver other than parties and are therefore not accepted.	to enforceability of Tribal Sovereign Immunity: Tribal State Compact No. 1405603 (May 16, 2014).
b) Add language requiring Tribal Resolution/Authority to sign.	Currently in progress.	b) Require Tribal Resolution/Authority to sign.		b) Tribe will provide resolution/authority to sign.
c) Add language on enforcement of judgment. No County waiver of sovereign immunity.	Currently in progress.	c) Enforcement of judgment. No County waiver of sovereign immunity.		c) Please provide statute/judicial authority for County refusal to make parallel waiver of immunity.
2) Term				
a) Coterminous with term of any existing or future gaming compact or other agreement between the State of California and Santa Ynez Band of Chumash Indians.	a) New gaming compact expires 12/31/2040.	a) Coterminous with term of any existing or future gaming compact or other agreement between the State of California and Santa Ynez Band of Chumash Indians.	a) New gaming compact expires 12-31-2040.	a) Term same as compact of 12-31-2040; reopener if Class III gaming exclusivity is breached and compact is reopened.
b) Must discuss terms of extension prior to set end of term of agreement regardless of any change in land use.	b) Must discuss terms of extension prior to set end of term of agreement. Verbal-Tribe suggested a reopener of terms.	b) <u>Agreement</u> - Must discuss terms of extension prior to set end of term of agreement.	b) Must discuss terms of extension prior to set end of term of agreement. (County Issue).	b) Terms of extension: same obligation of good faith as compact
c) Although County asserts that not all provisions of the Agreement encumber Indian land, the County and Tribe agree that the Agreement must be submitted to the Secretary of the Interior for approval by Secretary of Interior, or a determination that the Secretary's approval is not required. (25 U.S.C. § 81.) If the Secretary of the Interior	No response.	c) Although County asserts that not all provisions of the Agreement encumber Indian land, the County and Tribe agree that the Agreement must be submitted to the Secretary of the Interior for approval by Secretary of Interior, or a determination that the Secretary's approval is not required. (25 U.S.C. § 81.) If	c) Need approval of Secretary of Interior [Tribe: no guarantee Secretary will sign].	c) Tribe will submit to Secretary of Interior for approval; However, no guarantee of approval

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determines the Agreement falls within 25 U.S.C. § 81 and does not approve the Agreement, the Agreement is void and the County and the Tribe do not have any obligations under the Agreement.		the Secretary of the Interior determines the Agreement falls within 25 U.S.C. § 81 and does not approve the Agreement, the Agreement is void and the County and the Tribe do not have any obligations under the Agreement.		
3) Municipal Finance/Fiscal considerations				
a) Access by County Assessor to land for market valuation annually.	a) Current County process is initial appraisal, final after four (4) years, with owner reassessments.	a) Access by County Assessor to land for market valuation annually.	a) COUNTY ASKS FOR ANNUAL APPRAISALS] Current County process is initial appraisal, final after four (4) years, with owner reassessments.	a) Access of County for valuation: Tribe to provide appraisal by MAI certified or on HUD/Interior/BIA approved list for trust land appraisals; copy to County.
b) Ongoing distribution to County of 38% (37.92) of 1 % of the market valuation to compensate for ongoing loss of potential property tax revenue which would otherwise be due to County from use on non-tribal property and payment of appropriate benefit assessments per similarly situated land as determined by the Santa Barbara County elected Assessor.	b) Need to discuss incorporated City model vs. unincorporated area models: example Buellton.	County does not have taxing authority over trust lands and payments made under this agreement do not constitute taxes, exactions or fees but payments by the Tribe to address impacts of trust land development impacts and service needs. Ongoing distribution to County of 38% (37.92) of 1 % of the market valuation of land and structures to compensate for ongoing loss of potential property tax revenue which would otherwise be due to County from use on non-tribal property and payment of appropriate benefit assessments per similarly situated land as determined by the Santa Barbara County elected Assessor.	b) County wants to keep its 38% of 1% property tax rate but then argues that it is just a payment in lieu of taxes and they need not follow the division of taxes for Cities. So it either approximates property taxes or is totally unrelated and the Tribe can propose any amount in response. RESPONSE: REPEAT PRIOR TRIBAL OFFER WITH BUELLTON PROPERTY TAX SPLIT; RESEARCH OTHER CITIES THAT SHARE EVEN LESS WITH THEIR COUNTIES Need to discuss incorporated City model vs. unincorporated area models: example Buellton. [COUNTY REJECTS]	b) OK with 38% of 1% for improvements not owned by Tribe/Tribal entity (for example for tribal residences only property tax on member improvements and not on land assignment which is owned by United States and Tribe in trust).
c) Cooperate in pursuit of	c) Tribal/Government	County initial proposal 3c	c) Tribal/Government owned lands not	c) Not include tribally owned real estate in trust; not

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grants available for projects (possible transportation, conservation, energy, etc.)	owned lands not taxed.	withdrawn. For County's response to Tribe's 3c, see County response 3b.	taxed. [COUNTY REJECTS]	include tribally owned buildings/improvements on trust land.
d) Services will be provided to the Tribe as appropriate.	d) Property taxes only on private residences phased in over time.	County initial proposal 3d withdrawn. For County response to Tribe's 3d, see County response 3b.	d) Property taxes only on private residences phased in over time.	d) Property taxes only on private residences phased in over time.
e) Payment of Sales, Property and TOT on all and any projects within Camp 4 based on amounts (percentages) paid in SYV, to be paid annually for term of agreement.	e) No Sales Tax or TOT.	Payment in lieu of sales, property and transit occupancy tax on all and any projects within Camp 4 that would generate sales, property and transient occupancy tax, paid based on amounts (percentages) paid in SYV, to be paid annually for term of agreement.	e) No Sales tax or TOT (County Rejects)	e) Sales tax and TOT equal to County rates; of that amount 25% to County and that 25% to County divided 50% to local schools in Santa Ynez Valley and 50% to County general fund.
f) No offsets for other sources of funding including SDF, other agreements with Fire and Sheriff or any other sources that apply to existing Reservation and casino gaming operations, or any other sources.	Verbal – Chairman Armenta – not requesting offsets 1/14/16 meeting.	<u>Agreement</u> : No offsets for other sources of funding including SDF, other agreements with County Fire and Sheriff or any other sources that apply to existing Reservation and casino gaming operations, or any other sources.		f) No offsets.
4) Mitigation non-economic impacts (Land Use and Environmental Mitigation) priority items				
a) Compliance with all Mitigation Measures, Best Management Practices, and Additional Protective Measures in the Finding of No Significant Impacts and the Final Environmental Assessment for	a) Continue federal and Tribal enforcement of Compliance with all Mitigation Measures, Best Management Practices, and Additional Protective Measures in the Finding of	County does not have permitting authority over development on trust land. Tribe will comply with all Mitigation Measures, Best Management Practices, and additional Protective Measures set forth in the Finding of No	a) Continue federal and Tribal enforcement of Compliance with all Mitigation Measures, Best Management Practices, and Additional Protective Measures in the Finding of No Significant Impacts and the Final Environmental Assessment for Camp 4 referenced. [ONLY DISAGREE AS TO	a) Follow compact for state vs tribal building codes.

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Camp 4 referenced.	No Significant Impacts and the Final Environmental Assessment for Camp 4 referenced.	Significant Impacts and the Final Environmental Assessment for Camp 4 and adopted via Tribal resolution 930B and construct all improvements consistent with best practices in the industries and consistent with California State law specifically the California Building Code, Uniformed Fire Code and Green Code regulations. Water usage shall be limited to reasonable and beneficial use on the Camp 4 property only and water shall not be exported or extracted from the site for other purposes.	APPLICATION OF STATE LAW/BUILDING CODES VS. INTERNATIONAL/TRIBAL BUILDING CODES]	
b) All development on Camp 4 shall comply with County Environmental Health Regulations for wells and sewer. Ensure no more water than the EA indicates will be used and agree to recycle/reuse water on all Tribal lands to offset use. Ensure groundwater is treated to meet Federal or State drinking water standards. Ensure no water from Camp 4 is exported or extracted for other off site Tribal uses or commercial purposes.	b) Enforcement against upstream water users as to Environmental Health Regulations for wells and septic systems with future attachment to sewer.	County response provided in 4a.	b) Tribal response: use consistent with County approved Golden Inn and Village of up to 61 Acre feet annually; will agree to cooperate with Sustainable Groundwater Master Plan same as our neighbors.	b) Water and sewer/SGMP: Tribal comprehensive groundwater and wastewater plan for all tribal properties; will participate with GSA when established.
c) All development on Camp 4 shall comply with County height limit of 35-feet and	Verbal- Chairman Armenta- Tribe does not agree to comply with County	County response provided in 4a.		c) Tribe will implement relevant portions of SYVCP.

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setback of 50-feet from road centerline and 20-feet from edge of right-of-way.	standards 1-14-16 meeting.			
d) All development on Camp 4 shall comply with Santa Barbara County Building and Fire Codes including National Fire Protection Association fire flow requirements and Santa Barbara County Fire Department Development standards regarding stored water fire protection systems and space vegetation management requirements of the California Public Resources Code and Community Center must be equipped with early fire detection systems, automatic sprinkler systems and Tribe shall coordinate with Sheriff and County Fire District if needed to ensure safety of large events.	Verbal- Chairman Armenta- Tribe does not agree to comply with County standards 1-14-16 meeting.	County response provided in 4a.		d) Fire: Tribe to implement as per compact.
e) Special events at Tribal Facilities on Camp 4 must be limited to Tribal members and guests.	No response.	Special events at Tribal Facilities on Camp 4 must be limited to Tribal members and guests.		e) Special events: Tribe to implement own restrictions similar to use of current tribal hall.
f) All development on Camp 4 shall honor existing public and private easements in place at time of agreement.	Verbal Chairman Armenta- Tribe does not agree to comply with County standards 12-14-16 meeting.	All development on Camp 4 shall honor existing public and private easements in place at time of agreement.		f) Tribe to honor terms of all valid easements in place at time of agreement.
g) Partner with the County and Santa Ynez River Water Conservation District on the	No response.	Partner with the County and Santa Ynez River Water Conservation District on the preparation of the		g) SGMP: Tribe to partner with GSA when established.

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preparation of the Sustainable Groundwater Management Plan (SGMP) for all of Camp 4.		Sustainable Groundwater Management Plan (SGMP) for all of Camp 4.		
5) Future Use of Land and Limits				
a) Comply with remaining term of Williamson Act contract until 2023 on Camp 4.	a) County to work with Tribe on cancellation of all or parts of Williamson Act contracts on Camp 4.	Consider cancellation of remaining term of Williamson Act contract (now through 2023) on Parcels 2 and 4 if total agreement with Tribe provides overall public benefit to support findings required for Williamson Act cancellation.	a) County to work with Tribe on cancellation of all Williamson Act contracts on Camp 4 vs. COUNTY a)RESPONSE ONLY PARCELS (2) and (4) and if finding in public interest]. County to work with Tribe on waiver of any and all penalty fees. Golden Inn and Village means SY Valley Community Plan can be amended at any time with increased height, increased densities and view shed encroachments.	a) Williamson Act Cancellations of parcels 2 and 4 and waiver of penalty fees; otherwise, comply until end of non-renewal period.
i) Camp 4 in its entirety entered non-renewal in August 2013.	i) County to work with Tribe on waiver of any and all penalty fees.	County response provided in 5a.		See above.
b) No gaming activities as currently defined or as may be defined in any further tribal gaming compact with the State of California, may occur on the Camp 4 property or other properties owned, managed or held by the Tribe in Santa Barbara County outside of the existing Reservation.	b) Gaming per federal, State and Tribal law.	County does not have authority over gaming on trust land. Tribe agrees no gaming activities as currently defined or as may be defined in any further tribal gaming compact with the State of California, shall occur on the Camp 4 as identified in Final EA (page 2-13) and adopted via Tribe Resolution 930B. No gaming on properties owned, managed or held by the Tribe in Santa Barbara County outside of the existing	b) TRIBE: Gaming as limited by federal, State and Tribal law vs. COUNTY NO GAMING OFF EXISTING RESERVATION	b) Gaming: Tribe to follow gaming limitation in HR 1157 or successor bill; otherwise tribe to follow limitations in IGRA, compact and tribal law.

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c) Agreement does not apply to existing reservation facilities or services.	No response.	Reservation. Agreement does not apply to existing reservation facilities or services.		c) Agreement not apply existing reservation or services.
d) Designated Camp 4 located on Parcels 2 and 4 specifically utilized for Tribal housing and Tribal Center Community facilities will be owned by the Federal Government in Trust for the Tribe.	No response.	Camp 4 Parcels 2 & 4 will be owned by the Federal Government in Trust for the Tribe for the provision of Tribal Housing and Tribal Community Facilities/Tribal Center project as described, set forth and adopted with in the Final EA and approved via Tribal Resolution 930B. Proposal contingent upon all items referenced in County 02-01-16 proposal being accepted and items set forth and adopted in Final EA and Tribal Resolution930B accepted including but not limited to: no gaming (page 2-13 of Final EA) 1 acre lots, 143 housing units, 30-acre tribal facility (page 2-12 + and figure2-2 of EA) and full in lieu payment for mitigation (Reference3b) must be provided to County.		d) Follow EA uses and tribal zoning.
e) Camp 4 may only be developed as described in the adopted project description set forth and adopted within the Final EA approved by the Tribal Business Committee via Resolution 930B.	No response.	Camp 4 may only be developed as described in the adopted project description set forth and adopted within the Final EA approved by the Tribal Business Committee via Resolution 930B.		e) Follow EA uses and tribal zoning.
		Tribe will agree not to submit any		

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		future Fee to Trust applications on Camp 4 for parcels 1, 3, and 5.		
6) Infrastructure and service supports				
a) Construction by Tribe of all onsite support infrastructure and services.	a) Review of Tribal road maintenance agreement for Sanja Cota Road. Verbal – Chairman Armenta 1/14/16 meeting. Tribe will build all infrastructure.	<u>Agreement</u> Construction by Tribe of all onsite support infrastructure and services. Road maintenance agreement under review.	a) Review of Tribal road maintenance agreement for Sanja Cota Road.	a) Tribe constructs all onsite infrastructure; County to review Sanja Cota Road agreement.
b) Payment of one time impact monies to County to address:	No response.	Withdrawn by County.		b) County impact fees; withdrawn by county.
i) Traffic infrastructure impacts consistent with County traffic impacts fee and development standards in place at time of the agreement.	No response.	Withdrawn by County.		<i>Withdrawn by County</i>
7) Other items for consideration				
a) Separate agreements for school and service agencies outside Santa Barbara County's jurisdiction are strongly encouraged.	a) Consider Separate agreements for school and service agencies outside Santa Barbara County's jurisdiction.	<u>Agreement</u> : Consider separate agreements for schools and service agencies outside of Santa Barbara County jurisdiction.	a) Consider Separate agreements for school and service agencies outside Santa Barbara County's jurisdiction.	a) Consider separate agreement for school and service agencies.
b) Notwithstanding other provisions of law, enforcement and interpretation of the agreement shall be available in Federal District Court or California State Court.	No response.	Item to be addressed within discussion of waiver of sovereign immunity.		b) Enforcement in federal District Court of California State County per Compact model.

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TRIBAL ZONING MODEL

- a. Tribal zoning map (latest draft attached);
- b. All building permits for review by County Planning under contract to Tribe (if County unavailable then contract planner mutually agreed upon);
- c. One public meeting hosted by Tribe and noticed to adjacent land owners and newspaper(s) of general circulation;
- d. All comments addressed by Tribal staff or contract planner selected by Tribe;
- e. Business Committee or designee approval (majority vote for permits; 4/5 vote for zoning changes).