

County of Santa Barbara Ad Hoc Subcommittee and Santa Ynez Band of Chumash Indians Term Sheet Proposals & Responses 12/10/15 – 02/11/16

County Proposal 12-10-15	Chumash Proposal 01-14-16	County Response 02-01-16	Chumash Response 02-11-16
Introduction/Preamble			
<p>The 194 acres of land designated for Tribal Housing, located on Parcel 2 of the land commonly known as Camp 4. 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>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>Camp 4 is composed of five (5) legal parcels by the County. The preferred one (1) acre alternative includes all five parcels.</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>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. <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 Resolution930B 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>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>	
1) Waiver of Sovereign Immunity	1) Waiver of Sovereign Immunity		
a) Limited waiver of sovereign immunity by Tribe as proposed by Tribe with revisions.	Currently in progress.	a) Limited waiver of sovereign immunity by Tribe as proposed by Tribe with revisions.	
b) Add language requiring Tribal Resolution/Authority to sign.	Currently in progress.	b) Require Tribal 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.	

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12/10/15 – 02/11/16

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2) Term	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.	
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.	
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 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.	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 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	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.	
b) Ongoing distribution to County of 38% (37.92) of 1 % of	b) Need to discuss incorporated City model	County does not have taxing authority over trust	

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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.	vs. unincorporated area models: example Buellton.	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.	
c) Cooperate in pursuit of grants available for projects (possible transportation, conservation, energy, etc.)	c) Tribal/Government owned lands not taxed.	County initial proposal 3c withdrawn. For County's response to Tribe's 3c, see County response 3b.	
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.	
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.	
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.	
4) Mitigation non-economic impacts (Land Use and Environmental Mitigation) priority items	4) Mitigation non-economic impacts (Land Use and Environmental Mitigation) priority items		

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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 Camp 4 referenced.	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.	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 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.	
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.	
c) All development on Camp 4 shall comply with County height limit of 35-feet and setback of 50-feet from road centerline and 20-feet from edge of right-of-way.	Verbal- Chairman Armenta- Tribe does not agree to comply with County standards 1-14-16 meeting.	County response provided in 4a.	
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	Verbal- Chairman Armenta- Tribe does not agree to comply with County standards 1-14-16 meeting.	County response provided in 4a.	

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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.			
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.	
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.	
g) Partner with the County and Santa Ynez River Water Conservation District on the preparation of the Sustainable Groundwater Management Plan (SGMP) for all of Camp 4.	No response.	Partner with the County and Santa Ynez River Water Conservation District on the preparation of the Sustainable Groundwater Management Plan (SGMP) for all of Camp 4.	
5) Future Use of Land and Limits	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.	
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.	
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	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	

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or other properties owned, managed or held by the Tribe in Santa Barbara County outside of the existing Reservation.		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 Reservation.	
c) Agreement does not apply to existing reservation facilities or services.	No response.	Agreement does not apply to existing reservation facilities 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.	
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.	
		f) Tribe will agree not to submit any future Fee to Trust applications on Camp 4 for parcels 1, 3, and 5.	

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6) Infrastructure and service supports	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.	
b) Payment of one time impact monies to County to address:	No response.	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.	
7) Other items for consideration	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.	
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.	