

**COUNTY OF SANTA BARBARA AD-HOC SUBCOMMITTEE
& SANTA YNEZ BAND OF CHUMASH INDIANS**

AGENDA

Date: September 8, 2016 (Meeting #8)
Time: **10AM to 12PM**
Place: Santa Ynez Valley Marriott
555 McMurray Rd, Buellton, CA 93427

Participants

Doreen Farr, Third District Supervisor
Peter Adam, Fourth District Supervisor
Kenneth Kahn, Chairman Santa Ynez Band of Chumash Indians
Michael Lopez, Business Committee Member Santa Ynez Band of Chumash Indians

Public Comment (15 minutes)

Persons desiring to address the meeting participants must complete and deliver to the staff the form which is available at the room entrance prior to the commencement of this comment period. This is an opportunity for members of the public to speak on items that are not on the agenda for today's meeting. Public Comment will also be taken during each agenda item.

Agenda Items:

1. Adoption of March 3, 2016 action minutes. (Attachment 1)
2. Discussion Items
 - A. Waiver of Sovereign Immunity Language Update (Attachment 2)
 - B. Review of Term Sheet - Proposals and Responses through 03-01-16 (Attachment 3: Response Matrix)
 - C. Remaining Issues for discussion: (Attachment 4: Overview)
 - ◆Land Use:
 1. Fee to Trust
 2. Gaming
 - ◆Term
 - ◆Municipal Finance
 - ◆Williamson Act
3. Upcoming meeting dates: Setting of dates to be determined at meeting
 - October 14 or 21
 - November TBD
 - December TBD
4. Topics for Discussion-Meeting #9
 - A. Continued discussion of the terms & responses
 - B. Additional information as identified

“Writings that are a public record under Government Code § 54957.5(a) and that relate to an agenda item for open session of a regular meeting of the Ad-Hoc Subcommittee and that are distributed to the members of the County of Santa Barbara Ad-Hoc Subcommittee and the Santa Ynez Band of Chumash Indians less than 72 hours prior to that meeting shall be available for public inspection at Santa Barbara County Clerk of the Board at 105 E. Anapamu Street, 4th Floor in Santa Barbara, and also on the County’s website at: <http://www.countyofsb.org/tribal-matters.sbc>.

Further Information Regarding Meetings:

Meeting Procedures

The Board of Supervisors Ad hoc Subcommittee is advisory to the full Santa Barbara County Board of Supervisors. Members of the public are encouraged to attend and testify before the meeting participants on any matter appearing on the agenda.

Correspondence to the Ad hoc Subcommittee regarding items appearing on the agenda should be directed to the Clerk of the Board, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101.

The schedule of the Ad-hoc Subcommittee, meeting agendas, supplemental hearing materials and minutes of the Board meetings are available on the Internet at: <http://www.countyofsb.org/tribal-matters.sbc>

The schedule of the Ad hoc Subcommittee with Tribal Representatives, meeting agendas, supplemental hearing materials, and action minutes of the meetings are available on the Internet at: <http://www.countyofsb.org/tribal-matters.sbc>

Ad hoc Subcommittee Meetings will be filmed and available on the website at: <http://www.countyofsb.org/tribal-matters.sbc>

Disability Access

The location for this meeting: Buellton Marriott, 555 McMurray Rd, Buellton, CA 93427.

The meeting room is wheelchair accessible. Accessible public parking is available behind the main facility.

American Sign Language interpreters, Spanish language interpretation and sound enhancement equipment may be arranged by contacting the Clerk of the Board of Supervisors by 4:00 p.m. on Tuesday before a meeting. For information about these services please contact the Clerk of the Board at (805) 568 2240.

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Attachment 1

COUNTY OF SANTA BARBARA AD-HOC SUBCOMMITTEE & SANTA YNEZ BAND OF CHUMASH INDIANS

MINUTES

FULL VIDEO AND AGENDAS FOR EACH MEETING OF THE AD-HOC SUBCOMMITTEE & SANTA YNEZ BAND OF CHUMASH INDIANS MAY BE ACCESSED AT:

<http://www.countyofsb.org/tribal-matters.sbc>

Date: March 3, 2016
Time: **9AM to 12PM**
Place: Buellton Marriott
555 McMurray Rd, Buellton, CA 93427

Participants

Doreen Farr, Third District Supervisor-**Present**
Peter Adam, Fourth District Supervisor-**Present**
Vincent Armenta, Chairman Santa Ynez Band of Chumash Indians-**Present**
Michael Lopez attending for Kenneth Kahn, Vice Chairman Santa Ynez Band of Chumash Indians-**Present**

Public Comment

Six members of the public spoke under general public comment.

Agenda Items:

1. Adoption of February 11, 2016 action minutes. (Attachment 1)

Action: Minutes accepted by consensus of the participants.

2. Discussion Items

- A. Review of Santa Ynez Band of Chumash Indians response to County February 1, 2016 Term Sheet - Proposals and Responses
- B. Final EA-Vol. 1 Map: Fig. 2.2

- Rachel Van Mullem, County Counsel presented an update on the Wavier of Sovereign Immunity discussions between County Counsel and Tribal Counsel. Sam Cohen thanked her for the presentation and said that they will get back to her with a response.
- Term Sheet Discussions occurred.
- Supervisor Farr noted that status of discussions should be presented to the full Board of Supervisors for status report on March 15.

Public Comment

- Eight members of the public spoke on this item.

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3. Upcoming meeting date- Setting of dates

No date was set.

4. Topics for Discussion-Meeting #8

- A. Continued discussion of the Term Sheets & responses
- B. Additional information as identified

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Attachment 2

Sec. ___ Limited Waiver of Sovereign Immunity.

- 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 ___ 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 ___(a) above and authorizes the Tribal Chairman, or other tribal member or entity authorized by tribal law to waive

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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.
- d) By entering into this Agreement, the County acknowledges and agrees that the Government Claims Act (the “Act”), including 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, 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.

Section NO THIRD PARTY BENEFICIARIES. No provisions 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 County and 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.

In addition, this 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

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Tribe, officer of the Tribe, elected official of the Tribe, director of the Tribe, employee or agent (including any attorney) of the Tribe.

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.

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.

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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<p>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.</p>		<p>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.</p>		
3) Municipal Finance/Fiscal considerations				
<p>a) Access by County Assessor to land for market valuation annually.</p>	<p>a) Current County process is initial appraisal, final after four (4) years, with owner reassessments.</p>	<p>a) Access by County Assessor to land for market valuation annually.</p>	<p>a) COUNTY ASKS FOR ANNUAL APPRAISALS] Current County process is initial appraisal, final after four (4) years, with owner reassessments.</p>	<p>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.</p>
<p>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.</p>	<p>b) Need to discuss incorporated City model vs. unincorporated area models: example Buellton.</p>	<p>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.</p>	<p>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.</p> <p>RESPONSE: REPEAT PRIOR TRIBAL OFFER WITH BUELLTON PROPERTY TAX SPLIT; RESEARCH OTHER CITIES THAT SHARE EVEN LESS WITH THEIR COUNTIES</p> <p>Need to discuss incorporated City model vs. unincorporated area models: example Buellton. [COUNTY REJECTS]</p>	<p>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).</p>
<p>c) Cooperate in pursuit of</p>	<p>c) Tribal/Government</p>	<p>County initial proposal 3c</p>	<p>c) Tribal/Government owned lands not</p>	<p>c) Not include tribally owned real estate in trust; not</p>

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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.

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
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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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
		Reservation.		
c) Agreement does not apply to existing reservation facilities or services.	No response.	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.

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

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).

Attachment 4

STATUS OF DISCUSSIONS COUNTY OF SANTA BARBARA AD HOC SUBCOMMITTEE AND SANTA YNEZ BAND OF CHUMASH INDIANS

On August 25, 2015, the Santa Barbara County Board of Supervisors appointed Third District Supervisor Doreen Farr and Fourth District Supervisor Peter Adam to serve on the Ad hoc Subcommittee. This Subcommittee was created for the purposes of engaging in discussions with the Santa Ynez Band of Chumash Indians related to land use and financial matters of mutual concern, that include but are not limited to the Waiver of Sovereign Immunity, the Santa Ynez Valley properties of interest (Camp 4, Mooney and Escobar, and the 350-acre "Triangle Property"), and other general topics between the County and the Tribe as appropriate. The Ad hoc Subcommittee met with representatives of the Tribe in these discussions seven times since September 2015, in public meetings, and through that process, has exchanged terms of a potential agreement. Consensus was reached identifying key areas foundational to future agreement. A detail of the progression of discussions in each of the focus areas is within the *term sheet progression*. The focus areas are:

1. ***Waiver of Sovereign Immunity***
 2. ***Term***
 3. ***Municipal Finance***
 4. ***Future Use of Land and Limits***
 - ***Gaming***
 - ***Williamson Act considerations***
 - ***Fee to Trust lands***
-

1. **Waiver of Sovereign Immunity**

Discussion: In order for any agreement to be enforceable by the County, the Tribe must provide an express waiver of sovereign immunity. The County and the Tribe have reached tentative agreement on this language. The language must be approved by Tribal members through a formal vote. The Tribe considered and via a vote of the Tribal Members approved the Law Enforcement Services Contract with the County on August 29, 2016. The Contract contained the Waiver of Sovereign Immunity language. The Board approved the contract for Law Enforcement Services between the Tribe and County on August 30, 2016. Any final agreement between the Tribe and the County regarding Camp 4 must be approved via a vote of Tribal Members and must be also approved by the full Board of Supervisors.

2. **Term**

Discussion: The County proposed a term of the agreement coterminous with any existing or future gaming compact with the State. This proposal recognized the need for a dedicated revenue stream for the Tribe to address payment in lieu of taxes/revenue requests made by the County as a component of the agreement. The Tribe initially referenced a term consistent with the end of their existing gaming compact of December 31, 2040. As of March 1, this was replaced with a term through December 2040 with a reopener if Class II Gaming exclusivity is breached and the compact with the State is reopened. This aspect will be discussed going forward.

3. **Municipal Finance**

Discussion: Consistent with property tax paid by residents of Santa Barbara County and to provide for the overall services enjoyed by the Tribe and community, the County requested payment in lieu of

Attachment 4

STATUS OF DISCUSSIONS COUNTY OF SANTA BARBARA AD HOC SUBCOMMITTEE AND SANTA YNEZ BAND OF CHUMASH INDIANS

property taxes of 38% of the 1% assessed market valuation of properties for both land and improvements. The Tribe has asserted that they will pay the 38% of the 1% only on improvements (homes) not owned by the tribal entity, as the land is owned by the United States for the Tribe in Trust. The Tribe's valuation of homes at \$500,000 would, at full build out, yield approximately \$335,000 annually at full build out of the 143 homes identified in Alternative B of the Environmental Assessment for Camp 4. The proposed County model, in which the value of land and improvements is assessed, reflects a valuation of \$2.1M per home. The potential payment in lieu of property taxes to the County is approximately \$1.4 million annually at full build out of the 143 homes. The annual differential in revenue generation between the proposed models is approximately \$1 million ongoing at full build out.

4. Future Use of Land and Limits

- **Gaming**

Discussion: HR1157 states that no gaming will be conducted on Camp 4. In addition, the Tribe has not pursued gaming on Camp 4 via the BIA administrative process to take land into trust. Therefore, consistent with statements made before Congress regarding components of HR1157, and the BIA process, the County requested a no gaming on Camp 4 provision as part of a potential future agreement. As of the March 3, 2016 Ad hoc Subcommittee meeting with the Tribe, the Tribe has not been willing to state unequivocally that gaming will not occur on Camp 4 as a term within the proposed agreement.

- **Williamson Act Considerations**

Discussion: Initially the County proposed that the Tribe comply with provisions of the Williamson Act contract through the end of the existing term of 2023. This term is consistent with the Tribal Resolution honoring the existing terms of the Williamson Act contract on Camp 4. In the Tribe's January 14, 2016 proposal they requested the County work with the Tribe on cancellation of the contract on Camp 4. The County responded that cancellation of the Williamson Act would be considered on parcels 2 and 4 of Camp 4 if there is total agreement with the Tribe on overall terms of the agreement and, as required by law, there is overall public benefit to support findings required for Williamson Act cancellation. As of March 1, 2016 the Tribe is indicating a desire for cancellation of the contract for parcels 2 and 4 only, as well as a waiver of penalty fees; otherwise the Tribe is proposing they will comply with the contract until the end of the non-renewal period.

- **Fee to Trust Lands**

Discussion: The formal fee-to-trust application submitted by the Tribe for Camp 4 requests 1,400 acres be taken into trust. The County has expressed significant concerns and opposed fee to trust acquisitions due to the land use, service, and economic impacts to the community-at-large. However, in order to address the Tribe's expressed need for housing and government facilities, the County's initial December 10, 2015 proposal to the Tribe included 194 acres for tribal housing and 30 acres for tribal facilities for fee-to-trust land in order to accommodate the Tribe's need for land for housing and governmental uses. The Tribe's January 14, 2016 response remained at 1,400 acres. On February 1, 2016, the County returned with a provision to support Parcels 2 and 4 of Camp 4 being taken into trust (over 900 acres) to support housing and government purposes. The Tribe's February 5 response remained at 1,400 acres. However, they also included a provision for a tribal land trust/conservancy controlled by the Tribe on Parcels 3 and 5 of Camp 4. The details of the structure of the conservancy were not fully explored. On March 1, 2016, the Tribe provided the County with a new proposal indicating that they will pursue fee to

Attachment 4
STATUS OF DISCUSSIONS COUNTY OF SANTA BARBARA AD HOC
SUBCOMMITTEE AND SANTA YNEZ BAND OF CHUMASH INDIANS

trust on the 1,400 acres of Camp 4, as well as, the 356 acre commonly known as the "Triangle Property", and all properties owned at the Edison/Highway 246 intersection and east of the 6.9 acres including the gas station property.

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