

LAW OFFICE OF MARC CHYTILO

ENVIRONMENTAL LAW

November 17, 2008

Santa Barbara County Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101

By email to sbcob@co.santa-barbara.ca.us

RE: Board of Supervisors Agenda Item A-25, 11/18/08

Dear Chair Carbajal and Honorable Members of the Board,

This office represents the Naples Coalition. We ask that your Board refrain from approving the retention of a contract planner for the Santa Barbara Ranch project. This project is of such a nature and involves long term obligations, and the tasks proposed under the contract should be performed by a Santa Barbara County employee.

The Santa Barbara Ranch project is at a crossroads, with the County having taken final action to approve this project. The job responsibilities now shift to implementing those approvals and can now be assumed by a regular County employee who can gain the institutional memory about this project and retain it into the future. The Project could have a life of 20 or more years, as approved by your Board. Any final, "clean up" actions can be completed under the existing contract.

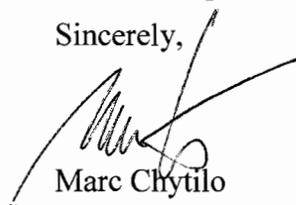
As was seen during the Board's deliberations, the policy consequences of the Santa Barbara Ranch project must be carefully understood at the staff level to ensure that the County's promises that this will not become a model for Gaviota Coast residential development are honored.

Finally, we question whether it is appropriate to hire an out-of-County independent contractor for this function when the County has furloughed qualified staff members and witnessed a continuing loss of experienced planners from the Planning and Development Department in recent years. This position should be retained in-house to provide opportunities to Santa Barbara County residents, to reduce transportation system impacts from irregular and part-day commuting that accompanies many independent contractor's work days, to avoid the conflicts of interest that can arise for part-time contractors, and to ensure that the Planning Director can exercise consistent control over this important project.

Should the Board determine to nevertheless approve this contract extension, we observe there is no "revolving door" prohibition in the proposed contract, and it appears that the consultant could move immediately to employment with the applicant, interpreting and implementing conditions they wrote while working for the County. This creates potential for a conflict of allegiances, and we ask that the contract require a 12 month period after completion of County service before the consultant could work for the applicant on this project.

Thank you for your consideration of our views in this important matter.

Sincerely,



Marc Chytilo

MARC CHYTILO

P.O. Box 92233 • Santa Barbara, California 93190

Phone: (805) 682-0585 • Fax: (805) 682-2379

Email: airlaw5@cox.net