



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: General Services  
Department No.: 063  
For Agenda Of: 11/14/06  
Placement: Administrative  
Estimate Time:  
Continued Item: NO  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors  
**FROM:** Department Director(s) Bob Nisbet Director, General Services  
(560-1011)  
Contact Info: Daniel Milei Assistant Director, General Services (568-2671)

**SUBJECT: Memorandum of Understanding between County of Santa Barbara and Santa Ynez Band of Chumash Indians - Regarding Placement of Communications Equipment**

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**County Counsel Concurrence:**

As to form:  Yes  No  N/A

**Auditor-Controller Concurrence:**

As to form:  Yes  No  N/A

**Other Concurrence:** Risk Management

As to form:  Yes  No  N/A

**Recommended Action(s):**

Approve and execute a Memorandum of Understanding between the County of Santa Barbara and the Santa Ynez Band of Chumash Indians, 3<sup>rd</sup> District, regarding placement of communications equipment.

**Summary:**

The approval of the Memorandum of Understanding will facilitate the placement of communications equipment on the property of the Chumash. This equipment will allow much improved communications for law enforcement, fire department, and ambulance personnel when responding to an event or incident in this area. The equipment and installation are funded by the Santa Ynez Band of Chumash Indians, Indian Gaming Special Distribution Fund.

**Background:**

Radio communications capabilities in and around the Chumash Nation have been historically poor, especially inside the casino and hotel. Public safety dispatch personnel are not able to communicate well with first responders in the field, at times putting the field personnel at greater than usual risk.

**Performance Measures:**

Public safety first responders cannot communicate with dispatch or with units backing them from inside the casino, putting them, the casino staff, and members of the public at an unacceptable level of risk. With improved radio communications in this area, public safety first responders will be able to better serve the public and will be able to perform their work more safely.

**Fiscal and Facilities Impacts:**

**Memorandum of Understanding between County of Santa Barbara and Santa Ynez Band of Chumash Indians - Regarding Placement of Communications Equipment**

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Budgeted:  Yes  No

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund		\$20,400	
State			
Federal			
Fees			
Other: Indian Gaming Special Distribution Fund	\$157,000		
Total	\$ 157,000.00	\$ 20,400.00	\$ -

Narrative: Costs included in the Annualized On-going Cost column include maintenance costs for the six radios which will be installed. It also includes the leased circuit necessary to connect the radios to the dispatch center and countywide radio simulcast system. Costs are already included in the applicable departmental budgets.

**Staffing Impact(s):**

**Legal Positions:**

none

**FTEs:**

none

**Special Instructions:**

- 1) General Services will submit two original MOU documents with signatures. One stamped original to be returned to General Services.
- 2) General Services requests a copy of the minute order showing approval by the board.
- 3) General Services requests that the Clerk of the Board send a copy of the minute order to:  
Santa Ynez Band of Chumash Indians, Tribal Chairman, P.O. Box 517, Santa Ynez, CA 93460

**Attachments:**

Memorandum of Agreement (Agreement) between the County of Santa Barbara and the Santa Ynez Band of Chumash Indians.

**Authored by:**

Mitch Evans, General Services – Communications Manager  
(681-5590)

**cc:** Jim Peterson, Chief Deputy, Santa Barbara County Sheriff Department  
Tom Franklin, Deputy Fire Chief, Santa Barbara County Fire Department  
Nancy Lapolla, EMS Director  
Daniel Milei, Assistant Director, General Services - Information Technology Services  
Chairman: Santa Ynez Band of Chumash Indians

## AGREEMENT

THIS AGREEMENT is entered into between the County of Santa Barbara (COUNTY) and the Santa Ynez Band of Chumash Indians (CHUMASH), regarding the placement of COUNTY owned communication equipment upon CHUMASH reservation property (“Reservation”) and is effective upon the date the Agreement is fully executed.

### RECITALS

- a. COUNTY and CHUMASH desire to establish a mutually beneficial working relationship to enhance the communication abilities between all COUNTY emergency services throughout the Santa Ynez Valley, and, between CHUMASH first responders.
- b. Upon application to the Santa Barbara County Local Community Benefit Committee (“Committee”) for a Special Distribution Fund grant and approval thereof, and after the sponsorship of the grant by the CHUMASH, the County has received the sum of \$157,000 (the “Grant”), for the purpose of acquiring radio repeater equipment, designed to rebroadcast or otherwise facilitate enhanced radio and data communications to those areas of the Santa Ynez Valley that inhibit emergency communications without such device (the “Repeater”).
- c. The CHUMASH desire to support community emergency services and recognizing that the location of certain structures within the boundaries of the reservation enable enhanced communication between all COUNTY emergency service branches serving the Santa Ynez Valley, have offered to allow the COUNTY to install a radio frequency Repeater at a CHUMASH approved location, to facilitate the enhancement of emergency communications.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the sufficiency of which is stipulated, it is agreed by the parties as follows:

1. The COUNTY shall use the \$157,000 Grant to purchase all required equipment for a first responder Repeater to facilitate the communication of COUNTY and CHUMASH first responders on the Reservation and also areas surrounding the Reservation, if feasible and cost-effective, within the terms of the original Grant.
2. The CHUMASH hereby agree to give the COUNTY reasonable access to the Reservation to install such Repeater and the COUNTY agrees to pay all costs associated with the installation and maintenance of the COUNTY owned radio communication equipment, including, any fees or subscriptions or recurring costs required to make and keep the aforementioned communication equipment operational with the exception of electrical power. To the extent that such Repeater is installed in a secure location on the Reservation, the County agrees to follow all security and regulatory laws and regulations applicable to such location.
3. Under no circumstances shall the right to locate the Repeater on the Reservation or a fixture located on the Reservation be considered a transfer of any real property right from the CHUMASH to the COUNTY, and under all circumstances, this shall only be a permissive license (“License”) to the

COUNTY to locate the Repeater on the Reservation or on a fixture located on the Reservation, with any such selection of location subject to the approval of the sole discretion of the CHUMASH. Subject to paragraph "5", such License is not coupled with an interest and the CHUMASH has conferred no specific license term to the COUNTY or guaranteed any perpetual rights.

4. To enable CHUMASH first responders to communicate, COUNTY shall furnish to the CHUMASH, 3 Hand-held radios programmed to enable communication with responding fire services. CHUMASH will return all 3 Hand-held radios on the expiration of the term of this Agreement.
5. Either party may terminate this Agreement by giving the other party six month advance written notice, provided, however, that in the event the CHUMASH CASINO RESORT ceases to operate, CHUMASH may terminate this Agreement by giving the COUNTY Sheriff and COUNTY Fire Chief, three month advanced notice. In the event of termination of this Agreement, neither party shall be entitled to any refund of money for any reason or any reconveyance or return of any property, real or personal other than the return to the COUNTY of the Radios in paragraph "4" above.
6. Notice under this Agreement shall be sent to the following:

Santa Barbara County Sheriff  
4434 Calle Real  
P.O. Box 6427  
Santa Barbara, CA 93160-6427

Santa Barbara County Fire  
4410 Cathedral Oaks Road  
Santa Barbara, CA 93110-1042

Santa Ynez Band of Mission Indians  
Tribal Chairman  
P.O. Box 517  
Santa Ynez, CA 93460

IN WITNESS THEREOF, the parties have executed this Agreement to be effective on the date it is fully executed.

COUNTY:  
County of Santa Barbara, a  
Political Subdivision of the State of  
California

SANTA YNEZ BAND  
of CHUMASH INDIANS:

JONI GRAY  
CHAIR, BOARD of SUPERVISORS

CHAIRMAN:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

ATTEST:

STEPHEN SHANE STARK  
COUNTY COUNSEL

MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy County Counsel

BY \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BOB NISBET  
General Services Director

\_\_\_\_\_

Date: \_\_\_\_\_

BOB GEIS  
Auditor Controller

By: \_\_\_\_\_

Date: \_\_\_\_\_

RISK PROGRAM ADMINISTRATOR:

By: \_\_\_\_\_

Date: \_\_\_\_\_