

C. David and M. Andriette Culbertson

June 2, 2014

Hon. Steve Lavagnino, Chair
County of Santa Barbara Board of Supervisors
105 E. Anapamu Street
Santa Barbara, CA 93101

SUBJECT: Consideration of Contract for Law Enforcement Services (Contract),
Santa Ynez Band of Chumash Indians Reservation; Item 14-00410 on the Board's
June 3 agenda

Dear Chair Lavagnino and Members of the Board of Supervisors:

My husband and I are residents of the Santa Ynez Valley. We are writing to oppose this Contract with the Santa Ynez Band of Chumash Indians ("Band") until such time as the Contract is clarified as set forth below.

The Contract is vague and ambiguous as to what lands are to receive these services. In order for the County, the Sheriff, the Band and the public to know exactly what areas are covered for the amount offered, it is essential to for all parties to understand the territorial scope. Given the various characterizations by the Band of lands in the Santa Ynez Valley, it is particularly important to provide a map or a clear recital of what are "Indian lands" and what are "adjacent lands", and not simply refer to Government Code §54981.7. The importance of this addition is reflected in the agenda item description: "Consider recommendations regarding a Contract for Law Enforcement Services on the Chumash Reservation..." [Emphasis added]. Even the agenda description – which is designed to give accurate notice to the public about this item –falls short of accurately describing to the public the scope of the hearing, and may make this notice defective.

We are not opposed to contracts of this type. But no party – including the Band – benefits from an agreement such as this where the terms are so vague. Therefore, we believe that the following should be added as the final WHEREAS statements in the Contract:

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WHEREAS, the term “Indian Lands” as used in this Contract means the formal Reservation land of the Band, approximately 127 acres in size; and

WHEREAS, the term “adjacent lands” as used in this Contract means _____ [since there is no map or other description of these lands we cannot complete this sentence, but a map of these lands would suffice];

The Band owns many properties in the valley and what is “adjacent” has in the past been in the mind of the beholder. These terms must be clarified.

In closing, we want the Board of Supervisors to know that an attempt was made to work with Acting Undersheriff Dan Patterson on May 29, the moment the agenda item was publicly available. A call made to his office has not yet been returned.

We realize that the Sheriff is an elected official who has control of law enforcement services for the County, and that only budget matters are relevant to Board consideration of the Sheriff’s operations. However, we fail to see how the Board can make an informed budget decision - now or in the future – in reliance on this contract when the area covered is not clearly stated. We urge the Board to amend the Contract in the manner suggested above.


M. Andriette Culbertson

Honorable, Janet Wolf, Supervisor, Vice Chair and Supervisor, Second District

Honorable Salud Carbajal, Supervisor, First District

Hon. Doreen Farr, Supervisor, Third District

Honorable Peter Adam, Supervisor, Fourth District

Mona Miyasato, Chief Executive Officer