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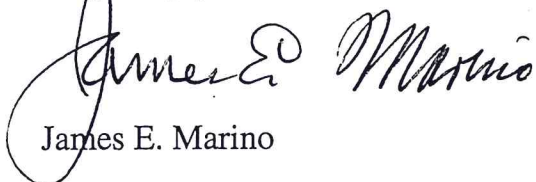
2 June 2014

Clerk of the Board of Supervisors

Dear Clerk;

Please distribute a copy of the enclosed letters to the Chairman and each member of the Board of Supervisors as soon as possible as this matter, recently posted, is on tomorrow's [3 June 2014] Board Agenda.

Very truly yours,


James E. Marino

encl.

NOTICE OF VIOLATION OF THE BROWN ACT



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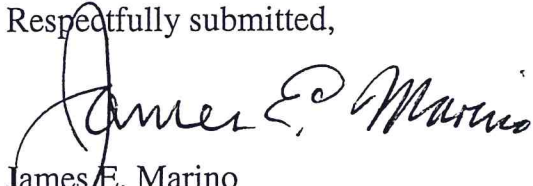
To the clerk of the Board of Supervisors, the chairman of the Board of Supervisors, and each member of the Board;

Item (currently) numbered 14-0040 which purports to be a contract between Santa Barbara County, the Sheriff's Department and Vince Armenta identified as the

This item was and is improperly and deceptively noticed and is in violation of the California Brown Act, set out in the California Government Code. Among other things the Board letter informs the public that the Santa Ynez Band of Mission Indians (Chumash) will purchase and furnish a Santa Barbara county Sheriff's car or unit for an estimated price of \$65,000.

The contract appended to the board agenda including attached EXHIBITS A-C provides that the \$65,000 purchase price is to be paid by the County (designated as an investment). This is deceptive and misleading and a violation of the Brown Act and has failed to provide the public their lawful right to know what action is before the Board to be taken pursuant o the proposed contract.

Respectfully submitted,



James E. Marino
Attorney for "No More Slots"

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2 June 2014

[HAND DELIVERED]

To the Chairman of the Board of Supervisors and each Supervisor of the five (5) supervisorial Districts;

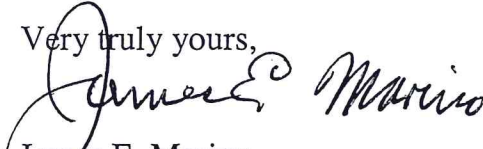
No More Slots, a community organization of concerned citizens and residents hereby oppose the approval and execution of that purported “contract” for the provision of Sheriff services by the County of Santa Barbara to the entity described as the Santa Ynez Band of “Chumash Indians.

This proposed contract is listed as item 14-00410 on the Agenda of 3 June 2014. It consists of the proposed contract already executed by Sheriff and approved as to form only by others, as well as EXHIBITS A-C and a Board letter.

The Board letter recommends approval, however a review of the board letter compared to the proposed contract is factually and contextually inaccurate and incorrect. In addition there is no staff analysis and report to the Board to justify or establish the basis for the approval recommendation.

The proposed contract is defective and inadequate in several particulars some of which are hereinafter set out in attachment 1, are not in the best interest of the County, may be illegal or unenforceable and may constitute a gift of public funds. The proposed action as agendized is also a violation of the Brown Act.

Very truly yours,


James E. Marino
Attorney for “No More Slots”

SPECIFIC DEFECTS:

1. The County is purchasing the \$65,000 Sheriff vehicle called for by the contract.
2. The area described both as a “reservation” and a “service area” is unclear and ambiguous.
3. Section E purports to affirm the Sheriff’s exclusive authority to direct the activities of deputies, including their duties and conduct and then purports to “except” the “service area.” In effect this provision removes the authority of the Sheriff to direct activities of the Deputy Sheriff stationed on the reservation property and “excepts” the control, and direction of the deputy’s activity while on duty under the contract, apparently to be exercised by the tribe.
4. The contract Section G provides for the tribal government to be entitled to reimbursement for monies paid under the contract for sums received from the State Special Distribution fund established to distribute gambling revenues to communities impacted by Indian gambling casinos. After establishment of that fund the Legislature enacted a system whereby the ultimate distribution of those funds was to forward them, undesignated, to a local committee that is controlled by the tribal government with the power to dole out the funds as grants with the absolute discretion as to how they are distributed and for what purpose.

The phrase set out in this tentative Sheriff services contract provided at item G is set out below in bold lettering.

The effect of this process is that all funds received from the Special Distribution funds are subject to the absolute discretion of the committee controlled by the tribe. Thus all monies received from the Special Distribution Fund are **eligible to be used by the County to provide additional funding for County-funded Sheriff personnel... regardless of whether the Sheriff or County actually uses such funds for such purpose.**

Therefore the tribal government is free to reduce payments due under this contract from Special Distribution funds received whenever they choose to do so.

EXHIBIT C

Exhibit C purports to be an indemnity agreement which is a contract between the County and the tribe to defend, indemnify and hold each other harmless from third party lawsuits.

The problem is that upon the filing of a third party claim or lawsuit a determination must be made at the outset to determine whose negligence or intentional acts or omissions prompted the third party claim or lawsuit. There is NO method to make this initial determination.

In addition the tribe enjoys sovereign immunity from unconsented lawsuit; the County does not. In the event that there is a dispute as to "whose fault" prompted the third party claim or suit, the County cannot sue the tribe to compel them to indemnify and hold them harmless under the contract.


The wording of this EXHIBIT "C" is likely ineffective to constitute a clear and unambiguous waiver by the tribe as to its legal immunity and there is no showing the tribe and its General Council has authorized a waiver of immunity or authorized Chairman Armenta to agree to the provisions of EXHIBIT "C".

Lastly there is no provisions to establish the amount and type of insurance to be provided by the tribe which must ultimately be relied upon to provide indemnification for any liability or damages arising under the contract or that the insurance policy that is procured requires the company to defend and indemnify the County adequately as required by this contract.

There are other defects, ambiguous and ineffective terms and conditions in this contract and without a thorough evaluation by staff BEYOND MERE APPROVAL AS TO FORM then this proposed contract should be rejected.

In any case a Request for Public Records has been made concerning the facts and circumstances establishing any basis for the recommended approval and this matter should be taken off calendar until an adequate investigation and analysis can be made and provided to the Board and to the public. Also if and when it is re-agendized it needs to be properly noticed in compliance with the Brown Act.

Respectfully submitted,



James E. Marino
Attorney for "No More Slots"

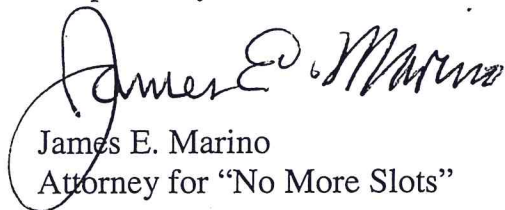
NOTICE OF REQUEST FOR PUBLIC RECORDS

Public records act request for all documents and records in relation to that certain contract placed upon the Board of supervisors agenda and currently designated as item 14-0040 a proposed contract between the Santa Barbara County Sheriff and Sheriff Department and Vincent Armenta designated as Chairman for the Santa Ynez Band of Mission (Chumash) Indians to provide law enforcement services to the land described as a reservation and to adjacent non-reservation land.

1. Records requested to be furnished or provided for inspection and copying
In connection with or concerning item 14-0040 identified as a contract for Sheriff's services are;

Any and all writings, memoranda, correspondence, e-mails or other electronic means of communication, notes, maps, photographs or other tangible items made, created, written, communicated or submitted between the Santa Ynez Band of Mission Chumash Indians, their agents and employees and the County of Santa Barbara or any agency or department, the Santa Barbara County Sheriff's Department, Sheriff Brown, former Undersheriff Jim Peterson, or any other officer or employee of the County or of the Sheriff's Department about and concerning this contract and its negotiation.

Respectfully submitted,



James E. Marino
Attorney for "No More Slots"