## **EXHIBIT A**

## STATEMENT OF WORK

A. <u>Delivery of Services</u>: The COUNTY, through its Sheriff shall deliver General Law Enforcement Services (as defined herein) within the boundaries of the Santa Ynez Indian reservation, and the 6.9 acre parcel contiguous to the Santa Ynez Indian Reservation that is owned by the Tribe ("Reservation" or "Service Area") on the terms and conditions set forth herein. The Tribe also owns certain parcels of land in fee simple that are already within the jurisdiction of the Sheriff. From time to time, one or more of these parcels of land owned in fee simple by the Tribe may be conveyed to the United States to hold in trust for the Tribe ("Trust Property"). Pursuant to P.L. 280 Sheriff shall continue to have jurisdiction to enforce the State's criminal prohibitory laws on such Trust Property, but if the boundaries of the Reservation expand after the date of this Contract, either party can request the renegotiation of this Contract upon 90 days advance written notice to the other. NOTWITHSTANDING THE FOREGOING, TRIBE RESERVES ITS RIGHTS TO ESTABLISH ITS OWN LAW ENFORCEMENT AGENCY UNDER THE TRIBAL LAW AND ORDER ACT (TLOA) OR OTHERWISE.

The services to be provided by SHERIFF in this Service Area shall include one (1) post position, 24/7, equal to five (5) Full Time Equivalent (FTE) positions. Services shall also include the initial purchase and annual cost for a fully outfitted and marked SHERIFF's patrol vehicle.

The SHERIFF may, in his sole discretion, temporarily divert such assigned personnel and vehicles outside the boundaries of the Santa Ynez Indian Reservation as deemed necessary for law enforcement services in the immediate area, including, but not limited to, emergency calls, or logistical, training and transportation duties. Such diversions outside of the Service Area should be kept to a minimum. Calls for service and reports generated, both inside and outside of the Service Area, shall be listed in detail on the Monthly Statistical Reports as provided herein.

- B. Enforcement of State Laws: Pursuant to Public Law 280, 18 U.S.C. Section 1162(a) (also referred to as "PL 280"), the State of California has the authority and the jurisdiction to enforce the State's criminal prohibitory laws on the Reservation, and the SHERIFF shall enforce the criminal prohibitory statutes of the State of California within the boundaries of the Reservation (defined herein as "General Law Enforcement Services"). The parties agree that the SHERIFF is not responsible for the enforcement of tribal ordinances and that tribal law shall not impede state law.
- C. <u>Community Relations</u>: SHERIFF will also strive to enhance service on the Chumash Indian Reservation by working with the tribe to enact crime prevention programs designed to foster a mutually beneficial relationship between tribal members, law enforcement and the community at large.
- D. <u>Monthly Statistical Reports</u>: The Sheriff's Office will provide monthly reports in a form that is acceptable to the Tribe, detailing the types and number of crimes responded to (using the Uniform Crime Reporting (UCR) criteria), case load, staffing levels and personnel costs, performance measure accomplishments and any other readily available information requested by the Tribe that is related to the Sheriff's performance under this Contract to the extent that such

reports are not exempt from disclosure by any law. Such reports shall document in detail any calls for service or reports taken by Sheriff Office personnel outside of the Service Area for any reason.

- E. Exclusive Authority To Direct Activities: The planning, organization, scheduling, direction, supervision, standards of performance and discipline of SHERIFF's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to Tribe under this Contract (other than Service Area) shall be within the sole and exclusive authority of and as determined by the SHERIFF. Nothing herein shall be deemed to limit the SHERIFF's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate. Notwithstanding the SHERIFF's exclusive responsibility for the assignment, removal, evaluation and discipline of all its employees, the Tribe shall be given the opportunity to provide input, including citizen concerns, regarding the performance evaluation, of any SHERIFF Office employee assigned to work in the Service Area pursuant to this Contract.
- F. Compensation: During the first year of this Contract, the TRIBE shall provide COUNTY with \$840,900 as the amount necessary for SHERIFF to provide one deputy sheriff, 24/7, performing the duties listed in Paragraph A of this Statement of Work plus \$8,231 for the annual maintenance on the patrol vehicle. An initial one-time investment of an estimated \$65,000 will be needed to purchase the patrol vehicle and associated equipment. The cost of the SHERIFF deputy post position will be reviewed annually when SHERIFF budget is adopted. If the cost of the post position increases, the parties shall negotiate in good faith to determine how that cost increase shall be allocated between the parties, but in the event that the parties are unable to reach Contract, TRIBE shall not be obligated to provide SHERIFF with more than \$849,131 toward the cost of the position and vehicle. SHERIFF shall bill the TRIBE in advance for the following quarter for the cost of the SHERIFF post position. The TRIBE shall pay the quarterly bill within ten (10) days before the beginning of the quarter.
- G. Special Distribution Fund: In the event that during the term of this Contract, COUNTY receives any funds from the Special Distribution Fund (SDF) created under the gaming compact between the TRIBE and the State of California, which funds are eligible to be used by COUNTY to provide additional funding for COUNTY-funded sheriff personnel, the funding obligation of TRIBE under this Contract shall be reduced on a dollar for dollar basis with respect to any such state funds received regardless of whether SHERIFF or COUNTY actually uses such funds for such purpose.
- H. <u>Sheriff Office Budget</u>: While the TRIBE recognizes the Board of Supervisors' exclusive budget authority, it is the intent of the TRIBE that this Contract is to obtain services beyond what currently exists and that these funds not be used to supplant the SHERIFF Office's existing budget.

Notice under this Contract shall be sent to the following:

SANTA BARBARA SHERIFF'S OFFICE Attn: Sheriff 4434 Calle Real Santa Barbara, CA 93110 SANTA YNEZ BAND OF CHUMASH INDIANS Attn: Chairman P.O. Box 517 Santa Ynez, CA 93460