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February 15, 2019

SENT VIA FACSIMILE & EMAIL

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Re: Camp 4 - Termination of Memorandum of Agreement

Dear Supervisors Adam, Hartmann, Hart, Lavagnino and Williams:

I live in Santa Ynez, California. On October 31, 2017, the Board of Supervisors (excluding Supervisor Adam) voted in favor of and approved the Memorandum of Agreement between Santa Barbara County and the Santa Ynez Band of Chumash Indians regarding Camp 4.

The Memorandum of Agreement is based on the following which have been judicially found to be an *ultra vires* act and unlawful action:

Whereas, on January 19, 2017, Principal Deputy Assistant Secretary - Indian Affairs Lawrence Roberts issued a decision for the Department of the Interior affirming the Regional Director, BIA's decision and authorizing the Regional Director, BIA to approve the conveyance of Camp 4 into trust ("Decision"); and

Whereas, on January 20, 2017, the Regional Director, BIA executed an Acceptance of Conveyance accepting the Tribe's grant of Camp 4 into trust, which the Tribe recorded with the attached deed on January 26, 2018.

Paragraph 2 of the Memorandum of Agreement states:

This Agreement shall be effective until December 31, 2040. If Camp 4 is taken out of trust prior to December 31, 2040, this Agreement shall terminate on the date of the judicial order, judgment, or conveyance taking Camp 4 out of trust.

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For reasons set forth below, the Memorandum of Agreement is terminated as Camp 4 has been taken out of trust by a judicial order and, in fact, the Agreement is void and unenforceable as the “action of the Secretary of the Interior” has been found to be “not in accordance with the law” and “an *ultra vires* act” and “. . . the 2017 Decision issued by Principal Deputy Roberts must be vacated in its entirety.”

On February 13, 2019, United States District Court Judge Stephen V. Wilson, in *Anne Crawford-Hall v. United States of America, et al.*, Case No. 2:17-cv-01616-SVW-AFM, issued an order that “the 2017 Decision issued by Principal Deputy Roberts was ‘not in accordance with the law’ in violation of the APA. 5 U.S.C. §706(2)(A).”

The Court further ruled “The 2017 Decision issued by Principal Deputy Roberts is VACATED as an *ultra vires* act, and the various appeals of the 2014 NOD are REMANDED to the agency for final decision by the Assistant Secretary. The Acceptance of Conveyance, premised upon the purported finality of the 2017 Decision, also must be vacated on these grounds.”

In conclusion, the Court ordered “The 2017 Decision and the Acceptance of Conveyance of the Grant Deed to the United States in trust for the Band are VACATED as **unlawful**.” (emphasis added). Footnote 7 of the order states “. . . the 2017 Decision issued by Principal Deputy Roberts must be vacated in its entirety.”

Based on the above judicial order, the Memorandum of Agreement is terminated as Camp 4 is no longer in trust; moreover, the Agreement is null and void as it was based on unlawful action and a “Decision” that has been VACATED as unlawful.

Please confirm the Agreement is terminated and the Agreement is null and void as it is based on an “*ultra vires* act” and action “not in accordance with the law.”

Please post this correspondence on the County’s website so members of the community will be informed of the status of the Memorandum of Agreement.

If you have any questions concerning this matter, please do not hesitate to contact me at BrianKramerLaw@aol.com or my office at 1230 Rosecrans Avenue, Suite 300, Manhattan Beach, California 90266, Tel. (310) 536-9501.

Very truly yours,
Brian Kramer
Brian Kramer

cc:

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