



Bridgeport Indian Colony
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Testimony on H.R. 2467
Presented by John Glazier, Chairman
Bridgeport Indian Colony
Before the House Committee on Natural Resources
January 25, 2012

My name is John Glazier, and I am the Chairman of the Bridgeport Indian Colony. Thank you for holding this hearing concerning H.R. 2467. I am accompanied today by Tribal Council member Gerald Sam, and our legal counsel: Patty Marks from here in Washington, D.C. and Mark Levitan from California.

The Bridgeport Indian Colony is a small federally recognized California Tribe with 120 members. Our Tribal Government was organized under the Indian Reorganization Act in 1976, after Congress designated our 40 acre reservation in 1974. Our reservation is located just outside the town of Bridgeport, California, on the Eastern side of the Sierra mountain range. We have attached a map of California (Exhibit A) which shows the location of our reservation. As you can see, due to mountains on the East and the West, we are in a geographically remote area of California. The two closest passes over the Sierra mountains close for the winter, further isolating our region. The closest metropolitan areas of any significant size are Carson City and Reno, Nevada, which are about a 1.5 - 2 hour drive north.

The legislation before you today was originally introduced by Congressman McKeon last year as H.R. 5468. We appeared before you in a hearing regarding that legislation on July 28, 2010.

The purpose of H.R. 2467 is to transfer two pieces of property currently under the jurisdiction of the BLM to be held in trust by the BIA for the benefit of the Tribe. The land transfers authorized by H.R. 2467 address two issues critical to the Tribe: health care; and additional lands for housing and economic development.

The first parcel is a 7.5 acre site approximately 30 miles north of the reservation. You can see the location of the parcel on the map attached as Exhibit B. In the 1980s, utilizing funds from a Community Development Block Grant, the Tribe was able to build a small health clinic on this parcel. The project was orchestrated by the Toiyabe Indian Health Project, a non-profit consortium of tribes in the Eastern Sierra which provides health care services to the Native and non-Native population. Toiyabe leased the parcel from the BLM under the Recreation and Public Purposes Act, and leased the building from the Tribe. It was the documented intent of all the parties that after the clinic was built Toiyabe would purchase the land from the BLM, transfer it to the Tribe, and the Tribe would request the BIA to accept it into trust for the benefit of the Tribe. For unknown reasons, this never occurred. Now, almost 30 years later, the BLM acknowledges that the Tribe owns the building, but for technical legal reasons BLM no longer has an administrative process for the transfer of the building. The Tribe, BLM, and Toiyabe have mutually agreed that a Congressional transfer of the parcel from the BLM to the BIA, to be held in trust for the Tribe, is the most efficient way to resolve our situation.

Toiyabe closed the clinic in 2006 for lack of funding. The Tribe and Toiyabe are committed to cooperating to restore the clinic to its intended purposes; and both the Native and non-Native population have expressed that they miss the fully functioning clinic and feel its presence is important to the area. In the process of preparing the legislation, the BLM State office decided to redraw the parcel boundaries slightly to clarify the boundaries of the parcel and to make the legal description simpler by using aliquot parts. Following their approach, the parcel boundary described in the legislation just encompasses the clinic and its parking area, and does not include additional lands.

The second parcel is located adjacent to the Tribe's reservation. As you can see on the aerial photograph attached as Exhibit C, this parcel of BLM land sits in-between the Tribe's 40

acre reservation and Highway 182. The Tribe's current reservation is the shaded orange area, and the adjacent parcel has red lines across it. Highway 182 is a small, two-lane highway which connects Bridgeport to Hawthorne, Nevada. Note that the main thoroughfare through Bridgeport is Highway 395, about seven-tenths of a mile to the south. We've also included a ground-level photograph of the parcel attached as Exhibit D, which gives you a better idea of the rural nature of the area. The adjacent parcel is in the foreground, covered simply with sage brush. The collection of buildings in the middle of the photograph is the town of Bridgeport, and the mountains in the background are the Sierras as seen from the east.

The Tribe has been trying to acquire this parcel from the BLM for over 15 years. The current reservation is completely built out, and we still have additional housing needs for our population. There is also no space on our current reservation for any economic development projects. It is the goal of our Tribe to become self-sufficient and self-reliant as a government, and we know that economic development is the only option for us to reach that goal. If this land can be acquired, we plan to build an RV park, gas station and convenience store, a recreation center open to the Native and non-Native population of the area, as well as additional residential housing for Tribal members. Most of our on-reservation members currently receive public assistance, and the majority of the remainder of our Tribal members are lower income. We are in desperate need of both jobs and additional sources of income.

We have entered into a binding MOU with the County of Mono to address the off-reservation impacts of the development of this parcel, and we have the strong support of the Board of Supervisors. We have attached a copy of the executed MOU as Exhibit E, and a letter from the County Administrative Officer expressing the County's strong support for the bill as Exhibit F. The economy of the town of Bridgeport has suffered significantly in the past few years, with many businesses closing and even more being put up for sale, and the County hopes that the Tribe's development of the adjacent parcel will serve as a local economic stimulus.

The Tribe went through a Federal Land Policy Management Act (FLPMA) land sale process with the BLM to obtain this parcel. After numerous delays, and a decision to sell the Right of Way on the parcel for Highway 182 to Caltrans directly in fee, the BLM decided to sell

the parcel to the Tribe in 2005. The decision was protested and appealed by some non-Native Bridgeport residents, and on May 28, 2009, the Interior Board of Land Appeals issued a decision which generally upheld the land sale, but which remanded the decision back to the BLM to clear up a few technical issues. The BLM has addressed the technical issues and they have assured us that they see no impediment to this transfer.

When the Tribe realized that its acquisition of the health clinic parcel would necessitate Congressional action, we decided that it would be most beneficial to include the adjacent parcel in our request as well, especially in light of the fact that real property values have changed significantly since the Tribe first began this acquisition effort, which probably will necessitate redoing a sizable number of federal and federal application related studies and documents.

Finally, I would like to address the gaming issue straight on, because I know it is an issue of concern to many of your Committee Members. Our Tribe has investigated gaming as an economic development option, and we have come to the conclusion that we do not have a viable location for a casino. Per the existing Tribal-State Compacts in California, our Tribe now receives distributions from the California/Tribal Revenue Sharing Trust Fund. We will only continue to receive these distributions as long as we remain a non-gaming tribe. Given our geographic location, it would not make sense for us to give up these funds by developing our own gaming facility, because the population of our region simply would not support it. As I mentioned earlier, the closest metropolitan area of any significant size is Carson City and Reno, Nevada, located 1.5 - 2 hours north; and there are of course plenty of gaming options in the Reno area already which we could never begin to compete with. According to the last Census, the population of Mono County is under 13,000. The population of the town of Bridgeport is not measured by the census, but the County estimates the population is approximately 800. To the east and west we are bordered by mountain ranges. To the south one has to travel all the way to Victorville (the northernmost suburbs of Los Angeles), approximately 5 hours away, to reach any significant population.

Given our location, we understand why some Members may ask why the Tribe has not proposed language which would prohibit gaming on these parcels, as some other tribes have

done recently, and avoid any debate over the issue. With respect, we submit that the Indian Gaming Regulatory Act was passed in part to benefit tribes, and we do not believe we should be excluded from the rights that Act designates for us. We do not know how the demographics of our region or gaming may change over the next 20 years or 50 years, and we do not want to give away the rights of our children and grandchildren. Also, it appears from our research that a majority of the tribes that have agreed to such language for Congressional land transfers were already operating casinos on their existing lands, which we submit is not an analogous situation.

In our recent negotiations with the County of Mono Board of Supervisors for the MOU, many members of the public encouraged their representatives to address casino development, but after listening to the Tribe's perspective, the County understood our situation and did not insist that the MOU specifically prohibit or address gaming in any way. We request that Congress take its cue from the local government in this regard.

We've attached as Exhibit G excerpts from the Mono County Board of Supervisors meeting at which they voted on whether to support the Tribe's efforts. The Supervisor at the time for the area of the County where the reservation sits was Bill Reid. The excerpts from the meeting are all quotes from Supervisor Reid, as he spoke powerfully in support of the proposed Congressional land transfer, and eloquently addressed both the gaming and the local economy issues. Unfortunately Supervisor Reid passed away that very night after the meeting, and his work had to be taken up by the other Supervisors. We are profoundly grateful to Supervisor Reid for his support, and we sincerely believe that his efforts helped to redirect the relationship between the Tribe and the County into a more cooperative future.

There is are two small change to H.R. 2467 compared to the previous H.R. 5468, under consideration in the last Congress. The first is that the property descriptions in Section 3(b) have been modified. These modifications were made at the Tribe's request in order to more accurately and efficiently accomplish the land transfer, and they do not change the parcels themselves in any way. The second is the language "and management agreements" which was added to Section 3(a) in order to address concerns raised by the Bridgeport Public Utility District (the "PUD"). The PUD was concerned about the acquisition of the adjacent parcel into trust

because the PUD holds an easement over the parcel which delivers wastewater from the community to the wastewater treatment ponds just to the east of the Tribe's Reservation. The PUD is concerned that the easement will be managed differently under BIA supervision than it has been under the BLM. To address this concern, when Congressman McKeon reintroduced the bill this year he inserted language which would permit the BLM and the BIA to agree that the BLM would continue to manage the PUD's easement after the land transfer. Tribe has no objection to this change.

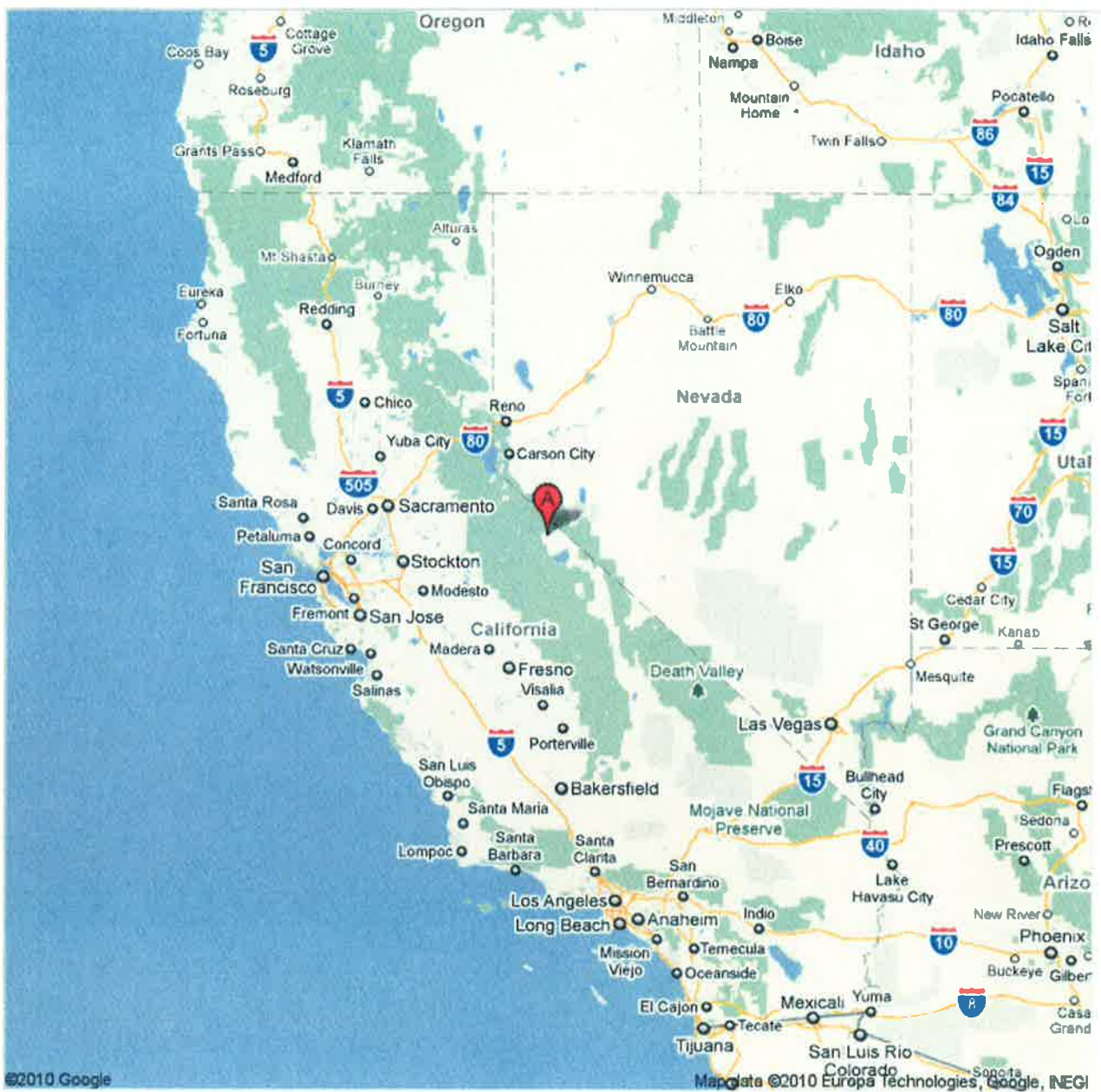
In closing, on behalf of our Tribe I would like to thank you Mr. Chairman, and the Committee, for taking the time to consider this land transfer. Last year this Committee expressed very strong support for this legislation, and we sincerely hope that will be the case again this year. Mr. Chairman, we need this health care facility, and these additional housing sites and economic development lands in order to improve the conditions of our Tribal members and the entire community of Bridgeport. Please assist us in having this bill passed and signed into law this year. We know that time is running short in this Congress and so anything that you can do to expedite the earliest possible passage of this bill in the House will be greatly appreciated. Thank you also to our Congressman, Representative McKeon, and his staff, for introducing this bill and for his continuing support of the Tribe's efforts. Finally, I would like to thank the BLM, the BIA, the County of Mono Board of Supervisors, and the Committee staff for all of their assistance in helping our Tribe to reach this point. I hope I have provided the Committee with the information you need to report this bill to the House floor in the near future. I look forward to answering any questions you may have.

EXHIBIT

A

Google maps Address Bridgeport, CA

Get Google Maps on your phone
Text the word "GMAPS" to 466453



EXHIBIT

B



Directions to Eastside Ln
32.2 mi – about 41 mins

Save trees. Go green!
Download Google Maps on your phone at google.com/gmm



EXHIBIT

C






Bridgeport Indian Colony Parcel

T. 5N., R. 25E.
Section 28
Mount Diablo Meridian
California

20	SWSW	SESW	21	SWSE	SESE	22
	NWNW	NENW	NVNE	NENE		
	SWNW	SENW	28	SENE		27
	NWSW	NESW	NWSE	NESE		
	SWSW	SESW	SWSE	SESE		
32	NWNW	NENW	33	NVNE	NENE	34



-  Parcel Adjacent to Bridgeport Indian Colony
-  Reservations and Rancherias
-  Bureau of Land Management



EXHIBIT

D



EXHIBIT

E

05/11/2010 TUE 11:00 FAX 760 932 7486 Bridgeport Indian Colony

006/016

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 1st day of May, 2010 (the "Effective Date"), by and between the Bridgeport Indian Colony, a federally recognized Indian tribe (the "Tribe"), and Mono County, a political subdivision of the State of California (the "County") (together the "Parties").

WHEREAS, the Tribe has requested the United States Congress to transfer two parcels of land currently under the jurisdiction of the Bureau of Land Management to be held in trust for the benefit of the Tribe under the jurisdiction of the Bureau of Indian Affairs; and

WHEREAS, one of the parcels is a 31.86 acre parcel adjacent to the Tribe's current reservation, between the reservation and Highway 182 (the "Reservation Annex Parcel"); and

WHEREAS, the other parcel is a 7.5 acre parcel located near Walker, California, and is the current site of the Camp Antelope Indian Health Care Clinic, a building owned by the Tribe and a facility operated, to the extent such operations have been active in the past, by the Toiyabe Indian Health Project (the "Health Clinic Parcel"); and

WHEREAS, the Tribe has for many years pursued the acquisition of the Reservation Annex Parcel through a Federal Land Policy and Management Act purchase process, and in that context the Tribe's intended uses of the Reservation Annex Parcel and the impacts of such uses have been scrutinized pursuant to the National Environmental Policy Act; and

WHEREAS, the Parties recognize that the transfer of the Reservation Annex Parcel and the Health Clinic Parcel into trust for the benefit of the Tribe will place the parcels under the jurisdiction of the Tribe, and provide the Tribe with the ability to develop said parcels outside the usual processes for development provided for under State law; and

WHEREAS, the Parties recognize that the transfer of the Reservation Annex Parcel and the Health Clinic Parcel into trust for the benefit of the Tribe will maintain the parcels in a tax exempt status; and

WHEREAS, the Parties agree that the Tribe's intended developments for the Reservation Annex Parcel will result in an impact on some County services, and agree on the need for an agreement to mitigate such impacts; and

WHEREAS, the Parties recognize that the Tribe's intended developments for the Reservation Annex Parcel may be modified for any reason, including but not limited to availability of funds and financing, and this MOU is intended to provide for adequate mitigation for construction that actually occurs and is put into use; and

WHEREAS, the proposed actions of the Tribe contemplated by this MOU do not constitute a County project, and this MOU does not pertain to a project subject to the discretionary approval of the County, and therefore this MOU is not subject to the California Environmental Quality Act; and

WHEREAS, the Parties previously entered into a Protocol for Government-to-Government Relations between the Bridgeport Indian Colony and the County of Mono, California, dated October 10, 2000, the continued validity of which is hereby affirmed, notwithstanding any provision of this MOU.

NOW, THEREFORE, the Parties agree as follows:

1.0 COUNTY ENDORSEMENT

- 1.1 The County endorses and provides its unconditional support for the legislative transfer of the Reservation Annex Parcel to be held in trust for the benefit of the Tribe, in order to promote the economic development, self-sufficiency, and self-determination of the Tribal government, and its ability to provide services and benefits to its citizens.
- 1.2 The County endorses and provides its unconditional support for the legislative transfer of the Health Clinic Parcel to be held in trust for the benefit of the Tribe, in order to enhance the ability of the Tribe to provide quality health care for the Native and non-Native residents of Mono County.

2.0 LAW ENFORCEMENT

- 2.1 As a matter of federal law, most state criminal laws will continue to apply on the Reservation Annex Parcel and the Health Clinic Parcel after the transfer of the parcels into trust for the benefit of the Tribe, and the Mono County Sheriff's Department will retain jurisdiction over the enforcement of those laws. The Parties recognize that any development of the Reservation Annex Parcel will result in a modest increase in the workload of the Mono County Sheriff's Department.
- 2.2 In order to mitigate this impact on County government services, the Tribe agrees to pay a Law Enforcement Services Mitigation Fee to the County during each calendar year. To calculate the Law Enforcement Services Mitigation Fee payable for a given calendar year, the County shall first determine its actual cost of providing law enforcement services on a per occupied housing unit basis in Mono County during the last completed fiscal year. The County shall use actual, audited cost data, which is generally available on or before the month of December following the close of books for any given fiscal year. The County shall exclude

Mammoth Lakes and jail operations, and determine the average cost per occupied housing unit by dividing the County's total actual costs of providing law enforcement services (excluding Mammoth Lakes and jail operations) by the total number of occupied housing units in the County not including Mammoth Lakes. For purposes of this calculation, the total number of occupied housing units in the County and in Mammoth Lakes shall be derived from the most recent published federal government census. The Tribe agrees to pay the equivalent of the average annual cost of providing law enforcement services for a single occupied housing unit in Mono County (the Per Unit Law Enforcement Mitigation Fee) as calculated herein for each Development Unit constructed and put into operation by the Tribe on the Reservation Annex Parcel.

- 2.3 For purposes of this MOU, the definition of a Development Unit shall include any building constructed on the Reservation Annex Parcel of at least one thousand (1,000) square feet, including its exterior walls, subject to the following provisions:
- 2.3.1 The first ten (10) single family residences constructed on the Reservation Annex Parcel shall be exempt from the definition of a Development Unit;
- 2.3.2 Buildings constructed primarily for community or other non-commercial public purposes on the Reservation Annex Parcel shall be exempt from the definition of a Development Unit; provided, however, that multi-family residences shall each count as one Development Unit; and
- 2.3.3 The quarterly mitigation fee for each recreational vehicle space (in a recreational vehicle park), motel room, or hotel room constructed on the Reservation Annex Parcel shall be determined by multiplying the quarterly Per Unit Law Enforcement Mitigation Fee for a single Development Unit by the occupancy rate of the space or room for the previous reported quarter, provided that for ease of calculation the overall occupancy rate for the total number of units may be utilized. For example, if the Tribe puts into operation ten (10) motel rooms, and the overall occupancy rate of the rooms for the applicable quarter was fifty percent (50%), the Tribe shall pay the County a mitigation fee equal to ten (10) times the quarterly Per Unit Law Enforcement Mitigation Fee times fifty percent (50% or .5). Ancillary buildings directly associated with the operation of a recreational vehicle park, motel, or hotel constructed on the Reservation Annex Parcel (such as offices, laundry facilities, showers/restrooms, and maintenance or equipment storage buildings), shall not be counted as Development

Units because the fee is being determined on a per space or room basis.

- 2.4 Unless the Parties mutually agree to another payment schedule, the County shall submit an invoice for the Law Enforcement Services Mitigation Fee on a quarterly basis and the Tribe shall pay the invoice to the County within thirty (30) days of the receipt thereof. The County shall determine the amount of the Per Unit Law Enforcement Mitigation Fee on an annual basis, based on the County last fiscal year's audited financial statements. The Per Unit Law Enforcement Mitigation Fee shall be provided to the Tribe no later than December 15 of each year and applied to the following calendar year, and the County shall make the documentation necessary to validate its calculations available to the Tribe or its designated representatives.
- 2.5 If the Tribe puts into operation recreational vehicle park spaces, motel rooms, or hotel rooms, the Tribe shall provide written notice to the County of the overall occupancy rate of the spaces or rooms on a quarterly basis, within thirty (30) days after the close of each fiscal quarter in the calendar year. The County shall apply the occupancy rate to the calculation of the Law Enforcement Mitigation Fee for the quarter in which the occupancy rate was determined and shall invoice the Tribe accordingly. The Tribe shall make the documentation necessary to validate its occupancy rates available to the County or its designated representatives.
- 2.6 For new construction put into operation, or buildings (or in the case of a recreational vehicle park, spaces) that are closed seasonally or permanently, the County shall prorate the Law Enforcement Services Mitigation Fee based on the number of days in the quarter and the number of days the project is in operation within the quarter. For purposes of this paragraph, a "seasonal" closure period shall be no less than 90 consecutive days; there shall be no proration of the Mitigation Fee for closure periods of any lesser duration. The Tribe shall provide written notice to the County of each "opening" date, permanent closing date, or seasonal closing date of each building on the Reservation Park Annex which will impact the calculation of the Per Unit Law Enforcement Mitigation Fee provided for herein. The Tribe shall make the documentation necessary to validate the opening and closing dates available to the County or its designated representatives.
- 2.7 The Parties recognize that the Tribe may develop its own law enforcement capacity. If that should occur within the term of this MOU, the Parties agree to negotiate a cooperative agreement in good faith which recognizes the authority of the Tribe's law enforcement department, and the criminal jurisdiction delegated to the County pursuant to Public Law 280 (67 Stat. 588).

3.0 EMERGENCY MEDICAL SERVICES

- 3.1 The Parties agree that it is in the best interests of the Tribe and the County for the County Emergency Medical Services ("EMS") to continue to provide services to the Reservation Annex Parcel and the Health Clinic Parcel after the transfer of the parcels into trust for the benefit of the Tribe. The Parties recognize that any development of the Reservation Annex Parcel will result in a modest increase in the workload of the County EMS.
- 3.2 In order to mitigate this impact on County government services, the Tribe agrees to pay an EMS Mitigation Fee during each calendar year. To calculate the EMS Mitigation Fee payable for a given calendar year, the County shall first determine its actual cost of providing EMS on a per occupied housing unit basis in Mono County during the last completed fiscal year. The County shall use actual, audited cost data, which is generally available on or before the month of December following the close of books for any given fiscal year. The County shall determine the average cost per occupied housing unit by dividing the County's total actual costs of providing EMS by the total number of occupied housing units in the County. For purposes of this calculation, the total number of occupied housing units in the County shall be derived from the most recent published federal government census. The Tribe agrees to pay the equivalent of the average annual cost of providing EMS for a single occupied housing unit in Mono County (the Per Unit EMS Mitigation Fee) as calculated herein for each Development Unit constructed and put into operation by the Tribe on the Reservation Annex Parcel. The definition of "Development Unit" shall be consistent with the definition set forth in Section 2 herein.
- 3.3 Unless the Parties mutually agree to another payment schedule, the County shall submit an invoice for the EMS Mitigation Fee on a quarterly basis and the Tribe shall pay the invoice to the County within thirty (30) days of the receipt thereof. The County shall determine the amount of the Per Unit EMS Mitigation Fee on an annual basis, based on the County last fiscal year's audited financial statements. The Per Unit EMS Mitigation Fee shall be provided to the Tribe no later than December 15 of each year and applied to the following calendar year, and the County shall make the documentation necessary to validate its calculations available to the Tribe or its designated representatives.
- 3.4 If the Tribe puts into operation recreational vehicle park spaces, motel rooms, or hotel rooms, the Tribe shall provide written notice to the County of the overall occupancy rate of the spaces or rooms on a quarterly basis, within thirty (30) days after the close of each fiscal quarter in the calendar

year. The County shall apply the occupancy rate to the calculation of the EMS Mitigation Fee for the quarter in which the occupancy rate was determined and shall invoice the Tribe accordingly. The Tribe shall make the documentation necessary to validate its occupancy rates available to the County or its designated representatives.

3.5 For new construction put into operation, or buildings (or in the case of a recreational vehicle park, spaces) that are closed seasonally or permanently, the County shall prorate the EMS Mitigation Fee based on the number of days in the quarter and the number of days the project is in operation within the quarter. For purposes of this paragraph, a "seasonal" closure period shall be no less than 90 consecutive days; there shall be no proration of the Mitigation Fee for closure periods of any lesser duration. The Tribe shall provide written notice to the County of each "opening" date, permanent closing date, or seasonal closing date of each building on the Reservation Park Annex which will impact the calculation of the Per Unit EMS Mitigation Fee provided for herein. The Tribe shall make the documentation necessary to validate the opening and closing dates available to the County or its designated representatives.

3.6 The Parties recognize that the Tribe may develop its own EMS capacity. If that should occur within the term of this MOU, the Parties agree to negotiate an agreement in good faith to terminate the EMS Mitigation Fee.

4.0 HEALTH CLINIC PARCEL

4.1 The Parties agree that the Health Clinic Parcel is already fully developed, and there is no need to anticipate new development which will impact County law enforcement services or EMS at this time.

5.0 HEALTH AND SAFETY CODES

5.1 The Parties agree that the safety of individual patrons visiting the Reservation Annex Parcel and the Health Clinic Parcel, as well as employees of projects located on those parcels, Tribal members, and others is of the utmost importance. The Parties recognize that County building codes and food and beverage safety regulations do not apply on lands held in trust for the benefit of the Tribe.

5.2 The Tribe will adopt such ordinances as are necessary to insure the safety of the above-referenced individuals when they are on the Reservation Annex Parcel and the Health Clinic Parcel, including but not limited to ordinances pertaining to building construction and environmental health. Such ordinances shall be consistent with applicable standards adopted the federal government, state of California, Mono County, or with applicable standards set forth in any model or uniform code promulgated by a

nationally- or internationally-recognized association of professionals (e.g., the International Conference of Building Officials).

6.0 DISPUTE RESOLUTION

- 6.1 **Meet and Confer.** In the event the County or the Tribe believes that the other has committed a violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of said request.
- 6.2 **Mediation.** Should a meet and confer not successfully resolve the matter to the satisfaction of both Parties, the Parties agree to submit such dispute to mediation before a mutually agreed upon qualified mediator familiar with Indian Law. The Tribe agrees to a limited waiver of sovereign immunity for purposes of completion of such mediation. Should the Parties be unable to agree upon a mediator, then the dispute shall move directly to Binding Arbitration under Section 6.3 below. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed forthwith. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.
- 6.3 **Binding Arbitration Procedures.** Subject to prior compliance with the meet and confer process and the mediation process set forth above (provided that either or both such processes may be waived by written agreement of the Parties), either party may initiate Binding Arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:
- 6.3.1 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by

arbitration in Mono County, or another location mutually agreed upon by the parties, before one arbitrator.

- 6.3.2 The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 6.3.3 The costs and expenses of JAMS and the arbitrator shall be shared equally by and between the parties unless the arbitrator in the award allocates all or part of the costs of the arbitration.
- 6.3.4 The arbitrator shall be empowered to grant compensatory, equitable, and declaratory relief.
- 6.3.5 If either party requests an oral hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.
- 6.3.6 The resulting award shall be in writing and shall state the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Service of process in any such judicial proceeding is waived in favor of notice pursuant to the provisions of Section 8.10 herein.
- 6.3.7 If JAMS is no longer in existence at the time of the initiation of arbitration proceedings, the parties shall utilize any organization officially named by JAMS as its successor for these purposes. In the event there is no successor to JAMS for these purposes, the parties agree to select a nationally-recognized arbitration association mutually agreeable to the parties. If the parties are unable agree on an arbitration association, the parties agree to apply the arbitration procedures set forth at California Code Civil Procedure Section 1280, provided that no provision of such code shall be deemed a waiver of the Tribe's immunity from suit or a consent to the jurisdiction of the State of California except as otherwise set forth herein.

7.0 LIMITED WAIVER OF SOVEREIGN IMMUNITY

- 7.1 The Bridgeport Indian Colony hereby expressly waives its immunity from suit as provided for and limited by this Section.

- 7.2 This waiver is limited only to the enforcement of this MOU between the Tribe and the County according to the dispute resolution provisions set forth herein, and shall not extend to any other agreement.
- 7.3 This waiver is granted only to Mono County and not to any other individual or entity.
- 7.4 This waiver shall commence upon the effective date of this MOU, and shall terminate upon the termination of this MOU.

8.0 MISCELLANEOUS

- 8.1 The Parties hereby establish a committee, to be known as the Tribal-County Advisory Committee. The responsibilities of the Committee include review of any questions related to the implementation of this MOU, and concerns over any matter within the scope of this MOU.
 - 8.1.1 The Committee shall be comprised of 2 members of the Mono County Board of Supervisors, and 2 members of the Tribal Council.
 - 8.1.2 The Committee shall meet twice per year, or more or less frequently as may be agreed upon by the representatives.
- 8.2 This MOU may be modified or amended only by a written instrument executed by the Tribe and the County, pursuant to the same authorizations used to execute this MOU in its original form.
- 8.3 This MOU is the entire agreement between the Parties and supersedes all prior written and oral agreements, if any, with respect to the subject matter hereof.
- 8.4 The invalidity of any provision or portion of this MOU shall not affect the validity of any other provisions of this MOU or the remaining portions of the applicable provisions.
- 8.5 In the event of a forced delay in the performances by either the Tribe or the County due to acts of God or of the public enemy, act or inaction of the other party or its employees or agents, strikes, lockouts, unusual delay in transportation, unavailability of materials, fires, floods, catastrophic weather or other natural disasters, epidemics, riots, insurrection, war, terrorism, unavoidable casualties, the time for performance of such obligations shall be extended for the period of the forced delay.
- 8.7 This MOU shall be for an initial term of five (5) years, and shall automatically renew for successive five (5) year terms unless, on or before

the date six (6) months prior to the end of any such term, either party gives notice in writing to the other party of its desire to modify the MOU. Upon the request of either party to modify the MOU, the Parties shall participate in negotiations regarding such modifications in good faith. Neither party may unilaterally terminate this MOU.

- 8.8 Throughout the term of this MOU, the Parties agree to exercise good faith and to observe the covenants contained therein.
- 8.10 Notice of any issue arising under this MOU that cannot be resolved by the Tribal-County Advisory Committee shall be delivered by Certified Mail-Return Receipt Requested or by express delivery service which provides for confirmation of receipt to the following representatives of the respective Parties:

FOR THE TRIBE:

Tribal Chairperson
P.O. Box 37
355 Sage Brush Drive
Bridgeport, CA 93517

Telephone: (760) 932-7083
Fax: (760) 932-7846

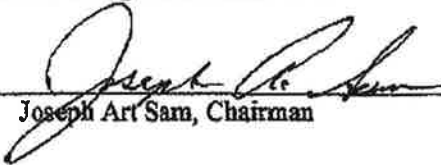
FOR THE COUNTY:


County Administrator
P.O. Box 696
Courthouse Annex #1
74 School Street
Bridgeport, CA 93517
Telephone: (760) 932-5414
Fax: (760) 932-5411

- 8.11 The Tribe shall submit this MOU to the United States Department of the Interior for either (1) approval pursuant to 25 U.S.C. § 81 ("§ 81"), or (2) a written response that this MOU does not require approval under § 81. The County's signature to this MOU is expressly contingent upon the approval called for in this paragraph, and the County has the right to withdraw its approval of this MOU if this MOU is not submitted to the Department of the Interior pursuant to this Section, or if this MOU not approved pursuant to § 81. The County shall work with the Tribe to secure § 81 review and, if necessary, approval as promptly as possible.

IN WITNESS WHEREOF, the undersigned have executed this MOU.

**THE BRIDGEPORT INDIAN COLONY,
a federally recognized Indian tribe**

By: 
Joseph Art Sam, Chairman

By: 
Herb Glazer, Vice-Chairman

**MONO COUNTY, a Political Subdivision of
the State of California**

By: 
M. Byng Hunt, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:


County Counsel

EXHIBIT

F



COUNTY OF MONO – County Administrative Office

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5410 FAX (760) 932-5411

July 22, 2010

Senator Dianne Feinstein
United States Senate
311 Hart Senate Office Building
Washington, DC 20510

Senator Barbara Boxer
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

Dear Senators:

On behalf of the Mono County Board of Supervisors, I am writing in support of the transfer of two parcels under jurisdiction of the Bureau of Land Management to the Bridgeport Indian Colony in Bridgeport, California.

This past year, the leadership of the Colony and the Board of Supervisors cooperated in the development of a Memorandum of Understanding regarding the transfer of the two parcels that both parties believe will benefit the Colony and the County. The transfer of the parcels will provide critical resources to the Colony for the purposes of economic development, housing, and cultural enhancement.

As an independent nation, the Colony desires job creation for its members with long-term stable incomes and benefits, and the ability to develop quality affordable housing on individual lots. If the Colony is able to accomplish these important goals, the County will benefit as well. As the standard of living increases for the Colony members, there will be positive economic, social, and cultural improvements to the County. These improvements can only be realized through the transfer of the parcels since the current allocation of tribal land has very limited development potential, if any.

As the County Administrative Officer, I urge you to support legislation to move this vital transfer forward as quickly as possible and thank you for your past and ongoing support of Mono County.

Sincerely,


David Wilbrecht, CAO

Cc: Bridgeport Indian Colony
Board of Supervisors

EXHIBIT

G

Mono County Board of Supervisors Meeting
October 20, 2009
Partial Transcript, Comments of Supervisor Bill Reid:

“They are a sovereign nation and they would be foolish to give up any of their rights, and I will ask if there is anyone in the room that would give up his or her right to bear arms, the right to assembly, the right to freedom of speech. I don’t think any one of us would do that, people have fought and died for it. Once we, as individuals, or the Tribe, give up any rights, we will never get them back. I think it is fact, you give up your rights to bear arms or whatever, the Tribe gives up its right to a hypothetical gaming, they will never get that right back.

Further, the Tribe is attempting to create an economic base that will allow it to be self-sustainable. And I just want to digress for a moment because a couple of you mentioned the Bridgeport economy. You have to visualize this, you are coming north into Bridgeport, you cross the bridge take the right side of the road first. On the right side of the highway, you see a closed gas station. You next come to a gift shop that is right presently going out of business -- the one that sells the bears – going out of business as they are Lee Vining. The bakery is closed, the garage is closed. Travelling north passed the courthouse, a fine dining establishment, 1881 – closed. Buster’s Market is closing. The speculation is that they won’t open up again. We don’t know that or I don’t know it, but they are closing. You cross the highway and you travel south, Ziegler’s Sporting Goods is gone. There was an antique shop that replaced it, but it went out of business. Other businesses in town, to my knowledge, have gone back to former owners or are for sale. So if my calculations are right here in my numbers, there are at least eight businesses in this small town that have closed and there are fourteen left, and again I may be off by one or two, but I have tried to do this a couple of times. We have eight that have closed, fourteen still in business and some of those are in flux because there is a number of them that are for sale. I can think of at least three offhand that are for sale and have been that way for some time. There is no influx of money into Bridgeport.

The Tribe has the potential to give an economic boost to the town including, but not limited to, a community activity center, child care, etc., etc., that would benefit not only the Indian community, but the non-Indian community. I haven’t talked to the Tribe about this, but I am just going to throw it out as a seed depending on what happens today. I think there is also a potential that if we get to the MOU that maybe once that center is built that we, the County, can negotiate to maybe move our fitness program up there. Right now, as most of you know, we have a little fitness program behind the space in the community center. It is pretty good, but it is no Stone Creek. No shower, no nothing other than some equipment and a lot of people use it. I think, and I don’t mean to surprise anybody, but I think there is a potential that maybe the County could become involved in something like that. Nationwide and certainly in California, tribes are stepping to the plate to become self-reliant. I believe that this is an opportunity for the Tribe and the County and we should embrace it and that is my dissertation.”