West Bank Homeowners Association

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July 28, 2004

Congresswoman Mary Bono
44th District, California
707 Tahquitz Canyon Way Ste 9
Palm Springs, CA 92262

RE: Colorado River Indian Tribes
U.S. Dept of Interior Response

Dear Congresswoman Bono:

We have reviewed the response provided to you by Mr. Christopher B. Chaney of the Office of the Solicitor in his letter of March 12, 2004, regarding issues here along the river; in particular, our request to the Secretary of the Interior to rescind the 1969 Secretarial Order. We would like to thank you again for your continued interest and efforts on our behalf.

However, Mr. Chaney has grossly misconstrued the facts. He refers to a Joint Stipulation and Agreement between the United States and the Colorado River Indian Tribes (CRIT) **approved** by the United States Supreme Court which in his next sentence suddenly becomes a Supreme Court order.

A Joint Stipulation and Agreement is better known, by lay persons such as myself, as an out-of court settlement. And it was not between the United States **and** CRIT, but between CRIT, California, and Arizona. The United States was only part of the case as representatives of CRIT, since as you well know the Federal Government does not consider native Americans capable of representing themselves. This settlement was "approved" by the Supreme Court only insofar as it did not violate the Colorado River Compact which determines distribution of Colorado River water.

A more accurate summary of the facts can be found in the Supreme Court "decision" on Arizona vs. California (Arizona III), which was not a decision at all but an approval of the out-of-court settlement. The issue at hand was disagreement over water allocation from the Colorado River, a disagreement that stemmed "…principally from a dispute over whether the reservation boundary is the ambulatory west bank of the Colorado River or a fixed line representing a past location of the River…[T]he parties agreed to resolve the matter through an accord…" that had five conditions, one of which "… embodies the parties' intent not to adjudicate in these proceedings the correct location of the disputed boundary…." Special Master McGarr "…expressed concern that the settlement does not resolve the location of the disputed boundary….". Special Master McGarr was appointed by the Supreme Court to determine the boundary location and had done that, clearly finding that it did not extend into California in the disputed area. (Hence CRIT's desire for an out-of-court settlement.) Since the issue at hand was water, and since the parties (CRIT, California, and Arizona) had agreed upon an allocation of same, the location of the boundary was moot as far as *these* proceedings were concerned.

The Joint Stipulation and Agreement is **not** a court order. Resolution of the boundary dispute would have no impact on the water allocation set forth in the Agreement. This is clearly stated in the Agreement. **Of course** the United States Solicitor and CRIT agree this is Tribal land.

The Department of the Interior violated Congressional laws (PL88-302) and judicial mandates when it issued the 1969 *ex-parte* Secretarial Order; we doubt it will now admit that it was wrong. However, we cannot understand why the Order cannot be rescinded by a "unilateral action" when it was a unilateral action in the first place.

The Solicitor's bias is clearly transparent by the quotation cited from the Stipulation. Mr. Chaney chose to purposely omit "***but not the other parties to this Stipulation and Agreement,***" so as to deceive the reader as to the nature of the participants included within the Agreement and in the litigation.

This issue needs to be revisited; this time by a non-biased entity within the federal government, not the legal extension of the Bureau of Indian Affairs.

Again, we very much appreciate your assistance in this matter.

Sincerely,

Roger L. French
President