

**MINUTE ORDER
OF
IMPERIAL COUNTY
BOARD OF SUPERVISORS**

Date: August 14, 2007	Book: 346	Page: 065	File #: 300.19	M.O.#: 7
Department: COUNTY COUNSEL			2nd Page:	

THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA, on a motion by Supervisor : MARUCA , second by Supervisor : WYATT and approved by the following roll call vote;

AYES : CARRILLO, GROGAN, MARUCA, WYATT, LEIMGRUBER

NAYES : NONE

ABSTAINED : NONE

EXCUSED OR ABSENT : NONE

Approved Memorandum of Understanding with Quechan Indian Tribe relating to the new casino to include Child Support Collection language.

Topic: MOU - Quechan Indian Tribe	X-Topic: Child Support Collection language																														
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November 28, 2007

Honorable Anita Rae Shapiro
American Arbitration Association
6795 North Palm Avenue, 2nd Floor
Fresno, CA 93704

Ralph Cordova, Jr.
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County Administration Center
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Robertta J. Burns
County Executive Officer
Imperial County - Admin. Center
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El Centro, CA 92243

Re: 73 181 00395 07 LOPE
Quechan Tribe of the Fort Yuma Indian Reservation Reply to Brief Filed by
Imperial County on 11/21/07

The Quechan Tribe of the Fort Yuma Indian Reservation ("Tribe") submits this letter reply brief in response to the letter brief filed on November 21, 2007 by the County of Imperial ("County").

In its response brief, the County argues that failing to require the Tribe to submit to the jurisdiction of California courts and comply with state court ordered earnings withholding and assignments support orders ("support orders") will have a significant impact on County revenues. The County then argues that this alleged significant impact must be mitigated pursuant to the terms of the Tribe's Amended Tribal-State Gaming Compact ("Compact"). The Tribe disagrees for the following reasons:

The County argues that without the ability to garnish the wages of Tribal casino employees, families will be forced to seek County public services which will significantly impact County revenues. This allegation is made without any factual or legal support. The County fails to provide any evidence that it experiences difficulty enforcing support orders that are submitted to the Tribe for enforcement against Tribal employees. The Tribe contends that no enforcement problem exists and that the Tribe routinely recognizes and enforces these orders as a matter of comity. The County also fails to show what County revenues would be impacted. It is the Tribe's understanding that funding for public assistance comes from the State and not County General Fund revenues.

Without some evidence, statistical or otherwise, showing that the Tribe refuses to recognize or enforce state court support orders and that this refusal has reduced County revenues by a specific amount, the County has failed to prove that there is or will be a significant impact on the County if the support language is not included in the Intergovernmental Agreement ("IGA").

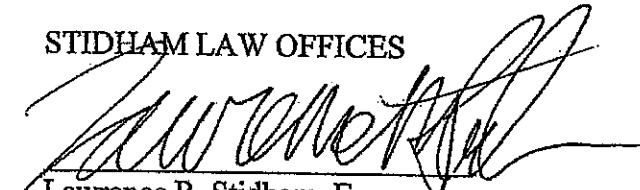
Even if it were true that the Tribe refused to enforce support orders and that this refusal had a significant impact on County revenues, the Tribe is not required to negotiate the enforcement of said orders in the Compact mandated IGA with the County.

The County argues that the third "Whereas" of the Compact mandates such negotiations. This paragraph states that the Tribe agrees to mitigate *direct fiscal impacts of its Gaming Facility on local communities and local government* (emphasis added). While the Tribe is agreeing to mitigate certain fiscal impacts, these impacts must be directly caused by the Tribe's Gaming Facility. Support orders are not caused by the Tribe building and operating a Gaming Facility. Such orders result from someone not providing support for his or her family and/or spouse. These support orders, therefore, are not direct fiscal impacts of the Tribe's Gaming Facility.


The Tribe's position is supported by the Compact language at Section 10.8.8 addressing the matters subject to negotiation in the Tribal-County IGA. The enforcement of support orders is not specifically discussed anywhere in this Section. While the County argues that subsection 10.8.8 (ii) of the Compact requires the Tribe to negotiate concerning the enforcement of support orders, the argument falls short based on the language of the subsection itself.¹ In subsection 10.8.8 (ii), the Tribe is required to negotiate compensation for law enforcement, fire protection and other public services that are to be provided to the Tribe for its gaming operation. As previously argued, in its opening brief, the Tribe contends that enforcement of support orders is not a service provided by the County to the Tribe for the operation of its new Gaming Facility. The County has not proven otherwise.

Unless requested by the County, the Tribe waives its opportunity for oral argument and once again requests an award finding that its offer submitted to the County and filed in this arbitration best meets the requirements and interest of the Tribe's Amended Gaming Compact.

STIDHAM LAW OFFICES


Lawrence R. Stidham, Esq.
Attorney for the Quechan Tribe

TOMRARAS & OGAS, LLP


Brenda L. Tomaras
Attorney for the Quechan Tribe

¹ The County has not alleged that any other subsection of Section 10.8.8 requires negotiation of the proposed support order enforcement language.

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November 21, 2007

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All Parties Served via email
& US Mail

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RE: 73 181 00395 07 LOPE - Response to Quechan Tribe Brief
Matter of Quechan Tribe of the Fort Yuma Indian Reservation and County of
Imperial

The County of Imperial hereby respectfully submits this letter brief in response to the Quechan Tribe of the Fort Yuma Indian Reservation's brief in this matter.

The County of Imperial ("County") concurs with the issue in question as presented by the Quechan Tribe of the Fort Yuma Indian Reservation ("Tribe") in its brief in this matter – "...whether the language added by the County concerning enforcement of earnings can be interpreted to be a matter subject to negotiation as

required by..” and pursuant to 1999 Compact and the Amendment to Tribal-State Compact between the State of California and the Quechan Indian Tribe of the Fort Yuma Indian Reservation (“Compact”). (Page 9, Tribe Brief).

However, the County disagrees with the Tribe and maintains that the issue in question is properly a subject matter of negotiations required by the Compact and should be included in the Intergovernmental Agreement as presented by the County for the following reasons.

Requiring the Tribe to comply with a lawfully issued earnings withholding order including one for support of a child, spouse and former spouse issued against any proposed casino employee is on the whole consistent with the terms and spirit of the Compact.

In particular, the third “WHEREAS” of the Amendment to the Compact states in part that the Tribe “agrees to mitigate to the extent practicable the off-reservation environmental *and direct fiscal impacts of its Gaming Facility on local communities and local government*, and to offer additional consumer protections...” (emphasis added). Furthermore, Section 10.8.8. of the Compact requires the Tribe to negotiate with the County and enter into an enforceable written agreement with respect to several matters including “Compensation for law enforcement, fire protection, emergency medical services *and other public services to be provided by the County to the Tribe for the purposes of the Tribe’s Gaming Operation as a consequence of the Project.*” (Section 10.8.8 (ii))

Failure to require the Tribe to comply with any lawfully issued earnings withholding order will very likely result in the beneficiary of the withholding order requesting assistance from the County’s Department of Social Services including the Children and Family Services Division. The County has more than thirteen thousand open child support cases with the vast majority enforced via an earnings withholding order; many child support orders include spousal support. Unfortunately, without the ability to garnish wages many child/spousal support orders would go unpaid month to month. Many families rely solely upon child and spousal support to survive. When support is not paid many families turn to the County Department of Social Services assistance. Consequently, with more than an estimated 900 employees, the Tribe’s

failure to comply with earnings withholding orders will have a significant impact on County public services.

For the above reasons, the County respectfully requests the inclusion of language requiring the Tribe to comply with any earnings withholding order including but not limited to child and spousal support orders lawfully issued against any proposed Gaming Facility employee.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ralph Cordova, Jr.', written over the typed name below.

Ralph Cordova, Jr.
County Counsel

DEMAND FOR ARBITRATION

Respondent: County of Imperial
940 Main Street
El Centro, CA 92243
(760) 482-4220 Telephone
(760) 482-4215 Facsimile

Demand for Arbitration

The Quechan Tribe of the Fort Yuma Indian Reservation (Tribe), **Claimant**, hereby issues this demand for arbitration pursuant to Section 10.8.9 of the Tribe's Amendment to the Tribal-State Compact between the State of California and the Quechan Tribe of the Fort Yuma Indian Reservation (Compact) which provides for binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A copy of the arbitration provision is attached hereto as Exhibit A. A complete copy of the Compact is attached hereto as Exhibit B.

Nature of Dispute

Pursuant to the Compact, the Tribe and the County of Imperial are to negotiate an Intergovernmental Agreement addressing mitigation for any significant off-reservation impacts which might result from the Tribe's Gaming Operation, including compensation for law enforcement, fire protection and emergency medical services. The Tribe contacted the County in the summer of 2004 to start initial discussions regarding the Intergovernmental Agreement and continued negotiations with the County through the first part of August of this year. At that time, the parties had negotiated what the Tribe believed to be a final agreement which would go before the Board of Supervisors for approval or denial on August 14, 2007. A copy of that agreement is attached hereto Exhibit C. This agreement serves as the Tribe's last, best written offer made during negotiations. (See Compact §10.8.9(a)).

At the Imperial County Board of Supervisors' hearing on August 14, 2007, the Board approved the Agreement with an added provision which required the Tribe to agree to abide by State law in enforcement of child and spousal support orders, despite the fact that such a provision was not contemplated by the Compact. The Tribal Council rejected that additional provision and now requests arbitration pursuant to the Compact.

According to the provisions of the arbitration clause of the Compact, **Respondent** has 5 days from the date of this demand to submit its last, best written offer made during the negotiations.

Amount of Claim

This claim is for non-monetary damages: the Tribe seeks an executed Intergovernmental Agreement.

The Tribe also will request attorneys' fees and arbitration costs.

8-27-07

Withdrawn -

11-01-07 -

Lawrence Stidham

check page

11-06-11
Opening Statement

Filing Fee

Submitted herewith to the AAA is the Tribe's filing fee of \$3250.00.

Qualifications of Arbitrator

The Tribe requests an arbitrator with knowledge and experience in Federal Indian Law. As a secondary qualification the arbitrator may have knowledge and experience in Federal Indian Gaming Law.

Finally, the arbitrator should be able to meet the compact required timelines of holding the arbitration hearing within thirty (30) days of his or her appointment.

Hearing Locale

Tribal Headquarters or San Diego, CA

Estimated Time needed for Hearing

One day

Type of Business

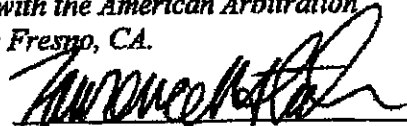
Claimant: Tribal Government

Respondent: County Government

This dispute is not between a business and a consumer and does not arise out of an employment relationship.

Copies of this demand and exhibits are being filed with the American Arbitration Association's Case Management Center, located in Fresno, CA.

Dated: 8/27/07


Lawrence R. Stidham
Counsel for Quechan Tribe

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