THE TOHONO O'ODHAM NATION OF ARIZONA

TESTIMONY OF THE HONORABLE NED NORRIS, JR.

Senate Indian Affairs Committee Oversight Hearing
Indian Gaming: The Next 25 Years

July 23, 2014

My name is Ned Norris, Jr. I am the elected Chairman of the Tohono O'odham Nation. The Nation is a federally recognized tribe with more than 32,000 members. Our people have lived since time immemorial in southern Arizona where our several non-contiguous reservation lands -- including our West Valley Reservation in Maricopa County -- are located. I thank the Committee for giving the Nation an opportunity to testify today.

The United States' Promise to the Nation

Within my lifetime, the United States Corps of Engineers built a dam to protect large, commercially-owned farms near the Nation's Gila Bend Indian Reservation, which at the time encompassed nearly 10,000 acres of prime agricultural land in Maricopa County. That dam caused perpetual flooding of our reservation, ruining homes, individually- and tribally-run farms, and our local church. I often have listened to elders describe how their cemetery was desecrated as the result of the flooding. These are not easy stories to tell, and these are wounds that have not yet healed.

All of the residents of this nearly 10,000-acre reservation were forced to move onto a small 40-acre parcel of non-flooded land known as San Lucy Village. Our San Lucy tribal members continue to live there well below the poverty line with multiple families crammed into small HUD houses. Despite these hardships, they live there still because the Gila Bend Indian Reservation is their homeland.

The Corps of Engineers flooded the Nation's Gila Bend Indian Reservation even though it had no authority from Congress, and certainly no consent from the Nation, to do so. The destruction caused by the flooding effected an unconstitutional taking of the Nation's federally-protected property rights, and an unconscionable breach of trust by our federal trustee. Looking for a solution and a way to avoid litigation over the matter, Congress instructed the Department of the Interior to search for replacement lands with comparable agricultural potential (including comparable senior water rights). After several years of looking for available lands within a 100-mile radius of the destroyed reservation, Interior ultimately reported to Congress that there was no way to replace the Nation's destroyed lands with new agricultural lands. H.R. Rep. 99-851 at 6 (1986).

As an alternative way to compensate the Nation for its losses and for the Corps' wrongdoing, Congress enacted federal legislation in 1986 in which the United States promised that if the Nation relinquished its considerable legal claims against the United States, relinquished its considerable water rights (which in 1986 were estimated to be worth $100 million), and relinquished its title to nearly all of the Gila Bend Indian Reservation, the United States would in return acquire a limited amount of replacement trust land for the Nation in Maricopa, Pima or Pinal Counties (where our other reservation areas are located). That statute, the Gila Bend Indian Reservation Lands Replacement Act (Pub. L. 99-503) ("1986 Gila Bend Act") promised that the Nation would be able to use its replacement lands as a "Federal Indian Reservation *for all purposes*". Id. §6(d) (emphasis added). Under this legislation, which the Department of the Interior has described as "akin to a treaty," *Tohono O'odham Nation v. Acting Phoenix Area Director, Bureau of Indian Affairs*, 22 IBIA 220, 233 (1992), the United States also agreed to pay the Nation $30 million. I want to be clear that $30 million was only a small fraction of the actual value of our relinquished land and water rights -- the primary way in which the United States compensated the Nation was through its promise that the Nation would have a right to acquire replacement land that would have the same legal status as the destroyed land.

Relying on the United States' promise in the 1986 Gila Bend Act that we could acquire new land that would be treated as a reservation for all purposes, in 1987 the Nation executed a settlement agreement with the United States by which the Nation gave up its right to sue the United States and relinquished its rights to the land and water of the destroyed Gila Bend Reservation.

The Nation's Reservation in the West Valley

The Nation acquired unincorporated Maricopa County land that is located in the "West Valley" (a broad area west of the City of Phoenix), which is about 49 miles from the Gila Bend Reservation, and which lies between the cities of Glendale and Peoria. The land we purchased in the West Valley meets the strict requirements set forth in the 1986 Gila Bend Act, which limits the location and the amount of land the Nation may acquire as replacement trust land. Because the federal courts and the Department of the Interior agreed that our West Valley land met these strict statutory requirements, the Department of the Interior completed its congressionally-imposed duty to acquire the land in trust, and it is now part of the Tohono O'odham Reservation. Letter of Kevin Washburn, Assistant Secretary - Indian Affairs, United States Department of the Interior, to Ned Norris Jr., Chairman, Tohono O'odham Nation (July 3, 2014) ("Decision Letter").

The tribes pushing for passage of H.R. 1410 made a series of arguments as to why the Nation's West Valley land did not meet the requirements of the 1986 Gila Bend Act, but every one of these arguments has been rejected by the federal courts and by the Department of the Interior, the agency with the most relevant expertise on these matters. For more information about how and why the Nation's West Valley land meets the requirements imposed by Congress in the 1986 Gila Bend Act, please see the following:

1. Memorandum of the Field Solicitor, Phoenix Field Office Re: Proposed Acquisition of Land for Gaming Purposes by Tohono O'odham Nation (February 10, 1992);

2. Memorandum of the Field Solicitor, Phoenix Area Office Re: Acquisition of 134.88 Acres by Tohono O'odham Nation Pursuant to P.L. 99-503 (April 30, 2009);

3. Letter of Larry Echo Hawk, Assistant Secretary - Indian Affairs, United States Department of the Interior, to Ned Norris Jr., Chairman, Tohono O'odham Nation (July 23, 2010);

4. *Gila River Indian Community v. United States*, 776 F.Supp.2d 977 (2011); *Tohono O'odham Nation v. City of Glendale*, 253 P.3d 632 (Ariz. App. 2011);

5. *Tohono O'odham Nation v. City of Glendale*, 2011 WL 2650205 (D. Ariz. 2011);

6. *Gila River Indian Community v. United States*, 729 F.3d 1139 (9th Cir. 2013);

7. *Arizona et al. v. Tohono O'odham Nation*, 944 F.Supp.2d 748 (D. Ariz. 2013);

8. Letter of Kevin Washburn, Assistant Secretary - Indian Affairs, United States Department of the Interior, to Ned Norris Jr., Chairman, Tohono O'odham Nation (July 3, 2014).

The "Shell Purchase"

The Nation's opponents make much of the fact that the Nation acquired its West Valley Resort property through a wholly-owned separate corporate entity called Rainier Resources. But this is standard business practice for large land purchases - fundamentally, it is "just good business sense." H.R. 2938, *"Gila Bend Indian Reservation Lands Replacement Clarification Act": Hearing Before the H. Subcomm. On Indian and Alaska Native Affairs*, 112 Cong. 8 (2011) (statement of Rep. McClintock (R-CA)). Indeed, as Rep. McClintock noted, when Walt Disney acquired the land for his development project without revealing that he was the purchaser, it was in no small part to ensure that the price for the land would not be artificially inflated by the sellers. Similarly, it is common practice in the Phoenix metropolitan area for large land purchases to be made through holding companies. See, for example, local land acquisitions by the Church of Jesus Christ of Latter Day Saints. J. Craig Anderson, *LDS purchases Maricopa land from builders*, Arizona Republic, Nov. 2, 2008 (available at http://www.azcentral.com/arizonarepublic/business/articles/2008/11/02/20081102biz-mormonland1102.html). The Nation's government would have ill-served our people if we had not taken the same precautions to ensure that we could acquire our land at fair market value.

The proponents of H.R. 1410 continue to harp on how the Nation originally purchased the land, and continue to ignore the clear record of the Nation's genuine efforts to reach out to, and work with, local West Valley governments and civic organizations as the Nation began to move forward with having the land taken into trust. I respectfully request that the Committee take careful note of the written testimony provided by the West Valley cities of Glendale, Peoria, Tolleson, and Surprise to better understand the integrity and sincerity with which the Nation has worked with the local community to create an economic development project that will be good not just for the Tohono O'odham Nation, but also for our neighboring communities. It is also important to note that this is precisely what Congress intended in drafting the 1986 Gila Bend Act. As the Department stated in its Decision Letter, the Act's terms "protects the status quo for Arizona municipalities, ensuring that their incorporated lands and the zoning, taxation, and other regulatory schemes that they have enacted are not altered under the Act by the Nation." Decision Letter at 9.

Under the 1986 Gila Bend Act, the West Valley Reservation is *a "*Federal Indian Reservation *For All Purposes*" -- Including Gaming

As I mentioned before, the 1986 Gila Bend Act requires that the Nation's West Valley reservation be treated as "a Federal Indian Reservation for all purposes". Pub. L. 99-503, § 6(d). This means, among other things, that the land will have the same legal status as the Gila Bend Reservation land that was destroyed. The tribes that are trying to prevent the Nation from using its West Valley Reservation for gaming like to tell everyone that there is no way Congress could have foreseen that the Nation would use its settlement land for gaming. *But that is not true.* To begin with, Congress explicitly declared its intent to "facilitate replacement of reservation lands with lands suitable for sustained economic use *which is not principally farming*." *Id.* §2(4) (emphasis added). As the Department of the Interior noted in its Decision Letter, "Congress envisioned that Nation land could be in close proximity to other local governments….Reading the Gila Bend Act as [Gila River and Salt River] propose potentially hinders a key goal of the Act - promoting the Nation's economic self-sufficiency in areas that are not rural." Decision Letter at 9-10.

The Nation's Gila Bend Act became law *two years prior to* the enactment of the Indian Gaming Regulatory Act (IGRA) and the restrictions on gaming on newly acquired trust lands that it imposed. In 1986, when the Gila Bend Act was passed, Indian gaming was legal on *all* reservation lands, and in fact, the Nation itself was operating a gaming business on another part of its Reservation in 1986. It is not plausible that in 1986 Congress would have had no inkling that the Nation's new reservation land could be used for gaming.

Indeed, before IGRA was enacted in 1988, if Congress wanted to prevent a tribe from gaming on newly acquired lands, it had to do it with specific legislative language; otherwise there simply were no limitations on the location of Indian gaming operations. S*ee, e.g.,* the Florida Indian Land Claims Gila Bend Act of 1982, Pub. L. 97-399 (Dec. 31, 1982), the Ysleta del Sur Pueblo Restoration Act, Pub. L. 100-89, Tit. I (Aug. 18, 1987) and the Alabama and Coushatta Indian Tribes of Texas Restoration Act, Pub. L. 100-89 Tit. II (Aug. 18, 1987). In each of those pre-IGRA statutes, Congress explicitly restricted or banned gaming on new trust land acquired by those tribes. If Congress had intended to impose a similar restriction on the Nation, it would have had to do so explicitly in the 1986 Gila Bend Act -- but it did not. Just as importantly, the Nation most certainly never agreed to such a condition, and no such condition exists in the 1987 settlement agreement signed by the Nation and the United States.

Further, IGRA itself includes a carve out from its restrictions on gaming on newly acquired trust lands that specifically protects the gaming-eligibility of lands -- like our West Valley Reservation -- that have been acquired as part of a land claim settlement. IGRA Section 20(b)(1)(B)(i)

specifically states that IGRA's ban on gaming on newly acquired lands "will not apply when … lands are taken into trust as part of … a settlement of a land claim". It is important to note also that some of the same legislators who crafted the 1986 Gila Bend Act (Senator DeConcini and then-Congressman John McCain) also crafted the Indian Gaming Regulatory Act.

A Federal Court Held That 1986 Gila Bend Act Lands Can Be Used For Gaming

In 2011, the two wealthy East Valley tribes pushing for enactment of H.R. 1410 -- the Gila River Indian Community and the Salt River Pima-Maricopa Indian Community -- together with the State of Arizona filed suit in the U.S. District Court for the District of Arizona to challenge the eligibility of the Nation's West Valley land for gaming. On May 7 and June 25, 2013, following a lengthy and voluminous discovery process, the court held that the Nation's West Valley Resort property was acquired under the "settlement of a land claim" and "qualifies for gaming" under both the Indian Gaming Regulatory Act and the tribal-state gaming compact. *Arizona v. Tohono O'odham Nation*, 944 F.Supp. 2d, 748, 756 (D. Ariz. 2013).

Contrary to the arguments made by proponents of H.R. 1410, the district court concluded that "gaming on [the West Valley reservation] is *expressly permitted* by the federal statute that authorizes Indian gaming [IGRA]," *id.* at 754 (emphasis added), and that the West Valley reservation falls within IGRA's "settlement of a land claim" provision, *id.* at 755-56. The Court explained that "[t]he extensive flooding caused by the federal government's dam gave rise to claims by the Nation for a trespass severe enough to constitute an unlawful taking," which "by definition interfered with the Nation's title to and possession of its land." *Id.* at 756. Moreover, the Gila Bend Act "specifically required the Nation" to waive claims against the government stemming from the flooding, and "[t]his is a classic settlement." *Id.* Accordingly, the West Valley reservation "qualifies for gaming under IGRA." *Id.* The district court's decision was fully consistent with an opinion from the Department of the Interior's Office of the Solicitor which had confirmed as far back as 1992 that land acquired under the 1986 Settlement Act could be used for gaming.

A Federal Court Has Rejected The Claim That The Nation Agreed Not To Game In The Phoenix Area

In its decision, the district court also rejected on the merits plaintiffs' claim that the tribal-state gaming compact barred the Nation from gaming on its West Valley reservation and their alternative claim that—even if the compact did not reflect it—the Nation had separately agreed not to game in the Phoenix area.

During the litigation, the Nation provided plaintiffs, including Gila River and Salt River, with voluminous discovery—requiring the Nation to expend enormous time and resources—into all aspects of the "negotiation of the Compact, the parties' intent and understanding, and the Proposition 202 campaign" leading to the voters' endorsement of the compact. *Arizona v. Tohono O'odham Nation*, 944 F. Supp. 2d at 761. The district court carefully reviewed all the evidence plaintiffs submitted and held that there was no way that a supposed promise not to game in Phoenix would have been omitted from the compact. To the contrary, the district court concluded that, even taking all of plaintiffs' evidence into account, the language of the tribal-state gaming compact simply was not reasonably susceptible to plaintiffs' interpretation. Indeed, plaintiffs' interpretation of the compact was "*entirely unreasonable*": "[N]o reasonable reading of the Compact could lead a person to conclude that it prohibited new casinos in the Phoenix area." *Id.* at 768. The court further found that the Nation's plans do not violate any covenants of "good faith and fair dealing." *Id.*

Gila River and Salt River tried to backstop their IGRA and tribal-state compact arguments by also claiming that the Nation made a back-room, side-bar promise -- a "gentlemen's agreement" -- that it would not conduct gaming in the greater Phoenix area. The district court soundly rejected that argument as well - and not simply on sovereign immunity grounds as opponents like to claim. Most devastating to Gila River and Salt River's arguments was that section 25 of the very Compact that each Arizona tribe individually signed with the State explicitly provides that "This Compact contains the entire agreement of the parties with respect to the matters covered by this Compact and *no other statement, agreement, or promise made by any party, officer, or agent of any party shall be valid or binding."* (emphasis added). In other words, the parties agreed in the compact that the words of the compact would trump any supposed "side-bar" promises and that such promises would have no effect. *Id.* at 770-74. Accordingly, because "[t]he fully integrated compact discharges any unwritten understandings," *id.* at 774, plaintiffs' claims seeking to enforce a promise that is not in the compact were foreclosed *on their merits*. There is no basis whatsoever for Congress to overturn the district court's carefully considered conclusions at the behest of the losing litigants.

What makes Plaintiffs' litigation claims even more disturbing is that in the evidentiary discovery which took place as the result of their lawsuit, it became clear that representatives of the Gila River Indian Community, the Salt River Pima Maricopa Indian Community, and the State all were aware of the Nation's rights to conduct gaming on its settlement lands during the negotiations that led up to the signing of the 2003 gaming compacts. Most notably, during a July 15 1992 meeting, the Nation explicitly informed gaming negotiators for the State of its position that land acquired under the 1986 Gila Bend Act would be eligible for gaming. These officials did not object; however, and as the district court noted, the Nation presented evidence that, during later compact negotiations, "some State legislators attempted to…exclude all gaming on after-acquired lands precisely to avoid gaming on noncontiguous reservation land such as the [Nation's] Glendale-area

land." *Id.* at 767. Later, during the mid-1990s, a representative of the Nation similarly informed the former president of the Salt River Pima-Maricopa Indian Community (and key 2002 compact negotiator) of the 1986 Gila Bend Act and the Nation's right to conduct gaming on land acquired under the Nation's settlement act. *Arizona et al. v. Tohono O'odham Nation*, CV11-0296-PHX-DGC, Antone Dep. at 76 (5/24/12). And in 2001, the Governor of the Gila River Indian Community and one of the Gila River Indian Community's compact negotiators were presented with a copy of a tribal council resolution from the Nation describing the Nation's rights under this legislation. Resolution No. 01-031 (2001).

Interior Opposes H.R. 1410, and it Opposed Predecessor Bill H.R. 2938

In hearings before the House Natural Resources Committee, the Department of the Interior twice testified that the Nation's proposed development is lawful under IGRA. On October 4, 2011 the Department testified on H.R. 2938, the predecessor bill to H.R. 1410, as follows:

> The Department opposes H.R. 2938.
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> Congress was clear when it originally enacted the Gila Bend Act in 1986, where it stated that replacement lands "shall be deemed to be a Federal Indian Reservation for all purposes." *By this language, Congress intended that the Nation shall be permitted to use replacement lands as any other tribe would use its own reservation trust lands.*
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> H.R. 2938 could also alter established law that prohibits gaming, authorized under the Indian Gaming Regulatory Act (IGRA), on lands acquired by the Secretary into trust for the benefit of an Indian tribe after October 17, 1988, except in certain circumstances. *The effect of this legislation would be to add a tribe-specific and site-specific limitation to IGRA's prohibition.* The process for determining whether lands qualify for an exception to this prohibition is firmly established.

Testimony of Paula Hart, Director, Office of Indian Gaming, United States Department of the Interior, Before the Subcommittee on Indian and Alaska Native Affairs, Committee on Natural Resources, U.S. House of Representatives (October 4, 2011) (emphasis added). Following the introduction of H.R. 1410 in the current Congress, the Department again testified in opposition to the bill, noting that it "has a similar effect" as H.R. 2938:

> H.R. 1410, would negatively impact the Nation's "all purposes" use of selected lands under the Gila Bend [1986 Settlement] Act by limiting the

> Nation's ability to conduct Class II and Class III gaming on such selected lands.
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> H.R. 1410 would specifically impact the Gila Bend [1986 Settlement] Act by imposing additional restrictions beyond those agreed upon by the United States and the Tohono O'odham Nation 25 years ago. The Department cannot support legislation that specifically impacts an agreement so long after the fact.

Testimony of Michael Black, Director, Bureau of Indian Affairs, United States Department of the Interior, Before the Subcommittee on Indian and Alaska Native Affairs, Committee on Natural Resources, U.S. House of Representatives (May 16, 2013).

In sum, the Department of the Interior consistently has recognized that H.R. 1410, like its predecessor H.R. 2938, contravenes the 1986 Gila Bend Act's (and the 1987 Settlement Agreement's) express terms, which require the United States to hold in trust and treat as reservation land "for all purposes" the Nation's West Valley Reservation land.

The Nation's Takings and Breach of Trust Claims Against the United States if H.R. 1410 is Enacted

Fifth Amendment Takings Claim. The United States Constitution provides that private property may not be "taken for public use, without just compensation." See, U.S. Const., amend. V; *Penn Central Transp. Co. v. City of New York*, 438 U.S. 104, 124 (1978). H.R. 1410 would take away the Nation's court-confirmed right to use its West Valley Reservation for gaming related economic development. See, *Forest County Potawatomi Cmty. of Wis. v. Doyle*, 828 F. Supp. 1401, 1408 (W.D. Wis. 1993) (Indian tribe had a property interest in the right to game under its Tribal-State compact). By interfering with the Nation's investment-backed expectations that it can conduct gaming under its tribal-state compact and thereby causing *substantial* economic harm to the Nation, H.R. 1410 would qualify as a taking requiring just compensation. Enactment of H.R. 1410 exposes taxpayers to liability for substantial damages.

Breach of Contract. The Nation's 1986 Gila Bend Act provided that, in return for waiving its claims against the United States and giving up title to its land and water rights on the Gila Bend Reservation, the Nation could acquire replacement lands in unincorporated Maricopa, Pima, or Pinal Counties that would be treated as a reservation "for all purposes," including gaming. In 1987, the Nation entered into a settlement agreement with the United States in which it did indeed relinquish its claims and its land and water rights in consideration for the United States' promises in the 1986 Gila Bend Act. H.R. 1410 breaches that agreement. It is settled law that when the United States enters into a contract, its rights and duties under the contract are governed by the same law

applicable to contracts between private individuals. *United States v. Winstar Corp.*, 518 U.S. 839, 895 (1996). Accordingly, if H.R. 1410 is enacted into law, the Nation can sue the United States for breach of this 1987 agreement. What is more, damages for this breach would likely be substantial, given that the lost future profits from the Nation's planned gaming facility during the term of the compact would amount to hundreds of millions of dollars, if not more.

The Nation is a Large Tribe with an Impoverished Membership

The Nation has more than 32,000 members, many of whom live in remote and isolated areas on the Nation's reservation in southern Arizona. Because of our location, economic development and self-sufficiency have been, and continue to be, an ongoing struggle. In addition, the Nation's main reservation borders 75 miles of the international boundary with Mexico, which creates significant additional expense for the Nation in dealing with border-related security, illegal immigration and drug trafficking -- expenses that are unique to the Nation, exceed $ 3 million annually, and are not reimbursed by the federal government.

In 2009, although it was not required, the Nation submitted to Interior with its West Valley land fee-to-trust application a Report on the Nation's significant unmet economic needs entitled "The State of the Tohono O'odham Nation: a Review of Socioeconomic Conditions and Change by the Taylor Policy Group." As noted in the Taylor Report, while the Nation's existing gaming operations have had some positive effects for the Nation, providing employment and additional services and programs for members funded by gaming revenue, given the size of the Nation's membership, the Nation's needs are still significantly underserved. The Report, as well as more recent census data, shows very clearly that the Nation continues to lag far behind both non-Indian populations and other Arizona tribes in terms of income, life expectancy, education, quality housing, and stable family households. For example, the average income per capita for members on the Nation is a little over $8,000, far behind that of average Americans (less than a third of the average American income), and well below the average incomes of other Indians in Arizona and across the United States. Forty-six percent of the Nation's families live below the poverty line, and 31 percent live in overcrowded (more than one occupant per room) homes. Rates of violent crime are high and continue to increase. Forty-four percent of the Nation's children drop out before completing high school; only about fourteen percent of the Nation's members have more than a ninth-grade education, and only eight percent have an associate's degree or higher.

In short, we continue to face great challenges in achieving economic self-sufficiency, and as federal grants and funding available to Tribal nations continue to shrink, the challenges only increase. We need a way to provide for our government and our people, without relying on the federal

government. The West Valley project is a major component of our strategy for achieving economic independence, which also will benefit the surrounding communities.

The Assault on the Nation Must End

This is the third time in five years I have had to testify before Congress in defense of the Nation's right to have its West Valley property taken into trust and its right to use that land for gaming-related economic development. The Nation's right is based on the promises the United States made in the 1986 Gila Bend Act and in the 1987 Settlement Agreement. The Nation's right is based on the commitments the State made to the Nation in the arms' length negotiations which led to our tribal-state gaming compact. The Nation's right is based on the clear provisions of the Indian Gaming Regulatory Act. And the Nation's right is based on the United States' fundamental and solemn obligation to act in good faith, as our trustee, to implement these laws as they are written.

The Nation is respectful of the rights of tribal and state governments to have differing views of the law, and of all parties' right to access the federal courts to ensure that the laws are being properly implemented. At every juncture during the five and a half years since the Nation announced its plans, the Nation has done everything within its power to ensure that it has complied with the letter of every applicable law. The Nation has consistently articulated its support for and faith in the judicial process, and it has gracefully tolerated answering every allegation, no matter how ridiculous or how offensive, in every lawsuit and in every congressional hearing.

But with all due respect, the millions and millions of dollars the Nation has been forced to spend to patiently defend its rights would instead have been better spent to build houses for our elderly, pay for college tuition for our children, and bolster our Head Start programs. If two wealthy East Valley tribes had not embarked on this convoluted market-protection campaign, the Nation already would be employing thousands of people from the local community and from the Nation, and already would be generating revenue that could be deployed to assist the people of San Lucy Village and the rest of the Nation's membership.

Chairman Tester, Vice Chairman Barrasso, and Honorable Members of the Committee, the Nation is begging you once and for all to put an end to the self-dealing, mean-spirited, multi-million dollar lobbying campaign against the Nation by bringing an end to any further consideration of this monstrous piece of nineteenth-century throw back legislation. We ask that you see this legislation for what it is -- the first time in the modern era in which Congress would unilaterally renege on the solemn promises made by the United States in an Indian land and water rights settlement.

My people suffered a real and devastating harm when our Gila Bend Reservation was destroyed. We are asking you to help us, finally, be able to close this chapter of our history with the United States, and to allow us to move forward to heal those wounds and help our people, as we have a right to do under current law, and as the United States has a moral obligation to help us do.

I thank you for your time today. The Nation is happy to answer any questions.