



AGUA CALIENTE BAND OF CAHUILLA INDIANS
TRIBAL COUNCIL

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SAVANA R. SAUBEL SECRETARY-TREASURER • JOHN R. PRECKWINKLE III MEMBER • VIRGINIA SIVA-GILLESPIE MEMBER

ORDINANCE NO. 32-25

**AN ORDINANCE OF THE AGUA CALIENTE BAND OF
CAHUILLA INDIANS MAKING CLARIFYING NON-
SUBSTANTIVE CHANGES TO VARIOUS PROVISIONS OF
THE AGUA CALIENTE TRIBAL CODE AND AMENDING
SECTIONS OF CHAPTERS 1.10, 2.36, 2.40, 3.16, 7.12, 10.02,
10.18, 10.24, 10.26, and 11.04**

WHEREAS, the Agua Caliente Band of Cahuilla Indians (the "**Tribe**") is a federally recognized Indian tribe governing itself according to the Constitution and By-Laws of the Agua Caliente Band of Cahuilla Indians adopted by the Tribe on June 28, 1955 (the "**Constitution**"); and

WHEREAS, the Tribe, acting by and through its duly elected Tribal Council and pursuant to Articles II and IV (a) of the Constitution, exercises inherent sovereign authority and jurisdiction over the territory within the exterior boundaries of the Agua Caliente Indian Reservation (the "**Reservation**") and over other lands which may be added to the Reservation; and

WHEREAS, pursuant to Article V (a) and (b) of the Constitution, the Tribal Council, among other things, is empowered to administer the affairs and manage the business of the Band and to enact ordinances and resolutions pertaining to Tribal affairs and to take all proper means to enforce the same; and

WHEREAS, ordinances adding new chapters or substantively amending existing chapters are brought forward to the Tribal Council on an individualized basis; and

WHEREAS, over time, there are changes within the administrative organizational structure within the Tribal Government and changes in statutory and decisional law rendering certain provisions of the code obsolete or unnecessarily duplicative; and

WHEREAS, over time, there are existing code sections which need to be added elsewhere in the Tribal Code to ensure clarity and consistency throughout the Code; and

WHEREAS, over time, typographical errors and other non-substantive errors are identified with the Code that must be corrected to ensure the proper meaning, application, and enforceability of the Code; and

WHEREAS, over time, there are clarifications that should be made to the existing Code, and which do not change the substantive meaning but make explicit what has been implicit; and



WHEREAS, these amendments will ensure that the Code is current and consistent with existing statutory and decisional law, will delete or repeal obsolete and/or unnecessarily duplicative provisions Tribal law, and will make non-substantive changes; and

WHEREAS, the Tribal Council desires to amend various chapters of the Agua Caliente Tribal Code noted above in the most efficient manner possible.

NOW, THEREFORE, the Tribal Council of the Agua Caliente Band of Cahuilla Indians does hereby ordain as follows:

SECTION 1. All the recitals set forth above are true and correct, and the Tribal Council so finds and determines.

SECTION 2. Section 1.10.070 of the Tribal Code is hereby amended to read as follows:

(j) Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this chapter shall constitute a debt that owed to the Tribe and may be collected in any manner allowed by law, including, but not limited to, recovery of the debt in accordance with Tribal law.

(1) If the debt remains unpaid for 30 calendar days after due date for such debt, or if contested, more than 30 calendar days after an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the debt, the Tribe may issue a written notice of delinquency to the responsible party.

(2) If the debt remains unpaid for 60 calendar days after due date for such debt, or if contested, more than 60 calendar days after an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the debt, the Tribe may issue a second written notice of delinquency to the responsible party.

(3) If the debt remains unpaid for 90 calendar days after due date for such debt, or if contested, more than 90 calendar days after an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the debt, the Tribe may issue a third and final written notice of delinquency to the responsible party.

(4) If the debt is not paid in full within 30 calendar days of the date of such final written notice of delinquency, the Tribe may, in its sole discretion, refer the delinquent debt to a third-party debt collection agency for recovery.

(5) The responsible party shall be liable for any additional reasonable costs incurred by the Tribe in collecting the debt, including collection agency fees, attorneys' fees, and court costs, to the extent permitted by applicable law.



The Tribe may also withhold issuance or renewal of any license, permit, or other entitlement for any property or business whenever an administrative fine **or other debt** resulting from a Code violation at said property or business remains unpaid.

follows:
SECTION 3. Section 2.36.060 of the Tribal Code is hereby amended to read as

(a) If the Tribal Court orders the entry of the foreign judgment, all parties shall receive notice of the Tribal Court order accepting the foreign judgment. The Tribal Court shall deliver notice of the Tribal Court order to the Tribal accounting payroll department which will authorize and direct the payment of the amount of the Tribal Court order from the respondent's earnings.

(b) If the garnishment of a Tribal Member gaming employee's wages does not satisfy their child support obligations, the clerk shall deliver notice of the court order to the Tribal accounting department which will authorize and direct the payment of the amount of the Tribal Court order from the Tribal Member gaming employee's per capita distribution pursuant to Chapter 2.40.

follows:
SECTION 4. Section 2.36.090 of the Tribal Code is hereby amended to read as

Child and spousal support obligations of Tribal Members who are also gaming employees are governed by this chapter 2.36. If the garnishment of a Tribal Member gaming employee's wages does not satisfy their child support obligations, the Tribal Member gaming employee's per capita may also be garnished for child support pursuant to chapter 2.40 **as referenced in Section 2.36.060.** A Tribal Member gaming employee's per capita may not be garnished for spousal support.

follows:
SECTION 5. Section 2.40.080 of the Tribal Code is hereby amended to read as

In making payment in satisfaction of a Tribal court order from the monthly per capita distributions of respondent, the amount is limited in the same manner as is provided in federal law regarding garnishments for an order for the support of a person. A Tribal Member's per capita may not be garnished for spousal support. **Program funds received by Tribal Members pursuant to the Tribal General Welfare Exclusion Act (Public Law No: 113-168) shall not be considered income and shall not be garnished for child or spousal support.**

follows:
SECTION 6. Section 3.16.050 of the Tribal Code is hereby amended to read as

(-----)

Claimant means a person (or the estate or representative of a person) who submits, or on whose behalf is submitted, a ~~covered~~ claim.



(-----)

Covered claim means a tort claim or small claim that meets the following three criteria:

- (1) Arises out of, is connected with, or relates to the operation of the gaming operation, gaming facility, or the gaming activities, including but not limited to injuries resulting from patronizing the gaming facility or providing goods or services to the gaming facility;
- (2) Occurs at the gaming facility; and
- (3) Is proximately caused by the negligent ~~or intentional~~ acts or omissions of the Tribe or an official, agent, or employee of the Tribe, but only subject to each and every one of the limitations and conditions of this chapter.

The term “covered claim” shall not include any **untimely claim**; claim for breach of contract; any claim covered by worker’s compensation laws; any claim of an official, agent, or employee of the Tribe in connection with the person’s employment or performance of official duties; any claim for indemnity or contribution from or by a third party; any claim for loss of consortium; or any other kind of tort or other claim whatsoever.

(-----)

Tribal Court means the **Agua Caliente Band of Cahuilla Indians Tribal Court**, ~~judicial body of the Tribe (once established and in operation) vested with jurisdiction to adjudicate disputes involving a final decision of the risk manager regarding a tort claim.~~

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Untimely claim means a complete written tort claim form that is not filed timely.

Untimely claim determination notice means a letter from the risk manager notifying claimant of an untimely claim.

SECTION 7. Section 3.16.060(a) of the Tribal Code is hereby amended to read as follows:

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The relief available in any such arbitration proceeding or judicial action shall not exceed that which is expressly provided for by this chapter and shall be subject to all conditions, limitations, and other provisions of this chapter. **This limited waiver does not apply to untimely claims.**



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SECTION 8. Section 3.16.070 of the Tribal Code is hereby amended to read as follows:

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Any tort claim or small claim that does not fall within the express waiver of sovereign immunity set forth in section 3.16.060 of this chapter, **including any untimely claim,** is not covered by this chapter and shall not form the basis of any action for any relief in any forum against the Tribe, its Tribal Council members, or against any of its officers, employees, or agents for acts or omissions committed within the course and scope of their duties and the Tribe's authority.

SECTION 9. Section 3.16.075(b) of the Tribal Code is hereby amended to read as follows:

Process. The Tribal security department may resolve or deny small claims within 180 days from the date the underlying claim accrues. **Small claims that are untimely are not covered claims and will be denied.**

SECTION 10. Section 3.16.075(d) of the Tribal Code is hereby amended to read as follows:

Appeal.

(1) If the security department denies the small claim, it shall provide the denial in writing to the claimant with a notice that the claimant has 180 days to either (1) initiate an arbitration proceeding with JAMS, or (2) file an action in Tribal Court ~~(upon the establishment and operation thereof)~~; provided, however, the Tribe's waiver of its sovereign immunity as to any such arbitration proceeding or Tribal Court action shall be limited to the \$10,000,000.00 limit of the liability insurance policy required by section 12.5(a) of the Compact and shall not extend to any liability for punitive damages, and the arbitrator or Tribal Court judge shall have no authority to award damages in excess of the \$10,000,000.00 liability insurance policy limit, or any punitive damages whatsoever.

(2) Small claims not filed timely are not subject to appeal of any kind.

SECTION 11. Section 3.16.080 of the Tribal Code is hereby amended to read as follows:



(a) *General requirement.* In order to be entitled to a remedy pursuant to this chapter, a person who is injured, damaged, or otherwise suffers a loss and asserts a tort claim against the Tribe shall pursue the claim in the form and manner prescribed by this chapter. By filing a tort claim pursuant to this chapter, the claimant consents to the jurisdiction of the Tribe and the Tribal Court, and shall be subject to all Tribal law.

(b) *Tort claim form.* ~~The risk manager shall develop a tort claim form in a manner acceptable to the Tribal Council.~~ The tort claim form shall include instructions for completion of the tort claim form, the method for filing the same, and the inclusion of necessary attachments. The tort claim form shall also inform claimants that the failure to exhaust the Tribal dispute resolution process will result in the claimant's forfeiture of further rights to pursue a covered claim pursuant to this chapter for the subject injury, damage, or loss. The management and staff of the Tribe's gaming facilities and gaming operations, particularly the security department, shall make tort claim forms available to any person upon request.

(c) *Time period for filing a tort claim form.*

(1) *Deadline.* Any person desiring to assert a tort claim against the Tribe shall file a completed tort claim form with the security department within the time period applicable for the filing of claims for money damages against public entities set forth in California Government Code section 810 et seq. For the avoidance of doubt and to satisfy the requirements of this subsection 3.16.080(c)(1), a person desiring to assert a tort claim against the Tribe shall file its tort claim form within 180 days of the date upon which the underlying tort claim accrues.

(2) *Waiver of rights.* A tort claim form that does not satisfy the content requirements of subsection 3.16.080(d)(2) shall not be deemed a timely filed claim, and ~~shall~~ may be resubmitted in compliance with subsection 3.16.080(d)(2) prior to the deadline for filing a tort claim. Absent a showing of good cause for filing a tort claim after the deadline, the failure to file a timely tort claim that complies with subsection 3.16.080(d)(2) shall constitute a waiver of the right to pursue a tort claim against, or to recover compensation from, the Tribe, its officers, employees, or agents, in any federal, state, Tribal, or arbitral forum based on the incident giving rise to the tort claim.

(d) *Consideration of tort claim.*

(1) *Receipt and determination of timeliness and completeness.*

a. Upon receipt of a completed tort claim form, the security department shall log the date and time of receipt and promptly forward a copy of the tort claim form to the risk manager for consideration.

b. Within 14 days of receipt of a tort claim form from the security department, the risk manager shall determine whether the tort claim has been



timely filed in accordance with this chapter and complies with the content requirements of subsection 3.16.080(d)(2).

1. If the risk manager determines that a tort claim is untimely, the risk manager shall promptly provide ~~notify~~ the claimant with an untimely claim determination notice stating that the tort claim is untimely, the determination is final and may not be appealed, and the tort claim and ~~this~~ may not be pursued in any forum.

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(2) *Content of complete tort claim form.* To be considered complete, a tort claim form shall be completed in writing and contain at a minimum the following information:

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(e) *Investigation.* Upon timely receipt of a completed tort claim form, the risk manager shall investigate the nature and basis for the claim, review any supporting documentation, and, if desired, review an independent medical or similar examination. In consultation with the Tribe's insurance carrier and after review of the tort claim form, supporting documentation (if any), investigation results, and an independent medical or similar examination (if any), the risk manager shall make a liability determination. If as part of a liability determination the risk manager determines that the claimant is entitled to compensation, any such compensation for the covered claim shall be limited as specified herein.

(f) *Determination of liability.*

(1) *Liability determination.* The claimant shall be entitled to be notified of the liability determination within the tort claim review period, unless the parties mutually agree upon a longer period. The liability determination shall be in writing, inform the claimant of the basis of the liability determination, inform the claimant of his or her right of appeal to the Tribal Court or an arbitral forum as set forth herein, and inform the claimant of the time limit within which the appeal shall be filed as provided in section 3.16.090(a) of this chapter. The liability determination shall also inform the claimant that if he or she wishes to appeal the determination to an arbitral forum, that the claimant shall file a demand for arbitration directly with JAMS, in accordance with JAMS comprehensive arbitration rules and procedures. The risk manager, ~~or his or her designee~~, shall send the liability determination to the claimant's representative's address listed on the tort claim form, or, if none is listed, to the claimant at the claimant's address listed on the tort claim form, by certified mail, postage prepaid, return receipt requested.

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as follows:

SECTION 12. Section 3.16.090 of the Tribal Code is hereby amended to read

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(b) *Generally.* Upon receipt of a liability determination, rejection of a tort claim by operation of Tribal law, or denial of a small claim, the claimant may appeal the same pursuant to section 12.5(b)(3) and (4) of the Compact. If the claimant has complied with and exhausted the procedures set forth in this chapter, the claimant shall be entitled to either arbitral or Tribal Court review of the risk manager's action on a **timely filed** tort claim, rejection of a tort claim by operation of Tribal law, or the security department's denial of a **timely filed** small claim, and may choose to either (1) initiate an arbitration proceeding, or (2) file an action in Tribal Court (~~upon the establishment and operation thereof~~); provided, however, the Tribe's waiver of its sovereign immunity as to any such arbitration proceeding or Tribal Court action shall be limited to the \$10,000,000.00 limit of the liability insurance policy required by section 12.5(a) of the Compact and shall not extend to any liability for punitive damages, and the arbitrator or Tribal Court judge shall have no authority to award damages in excess of the \$10,000,000.00 liability insurance policy limit, or any punitive damages whatsoever.

(c) *JAMS binding arbitration.* If the claimant desires to initiate an arbitration proceeding pursuant to this chapter, the claimant may only initiate an arbitration proceeding administered by JAMS in accordance with the JAMS comprehensive arbitration rules and procedures (or if those rules no longer exist, the closest equivalent). Once the claimant files a demand for arbitration with JAMS, the tort claim or small claim shall be resolved through binding arbitration by a single arbitrator.

(1) *Demand for arbitration form.* The claimant may only initiate arbitral review of the risk manager's action on a tort claim or the security department's denial of a small claim by filing a completed JAMS approved "demand for arbitration" form directly with JAMS in full compliance with the JAMS comprehensive arbitration rules and procedures. The claimant shall file the demand for arbitration form with JAMS within 180 days of the date of a liability determination, notice of tort claim rejection by operation of Tribal law, or small claim denial. **JAMS arbitration proceedings initiated pursuant to this chapter are not consumer arbitration.** The said JAMS comprehensive arbitration rules and procedures, and related JAMS forms, are hereby incorporated into this chapter by reference as if fully set forth at this point.

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(d) *Tribal Court review.* ~~Upon the establishment and operation of a Tribal court,~~
†The claimant may file an action in Tribal Court in lieu of initiating arbitral review.



Once the claimant files a judicial action in Tribal Court, the timely filed tort claim or timely filed small claim shall be resolved exclusively in Tribal Court.

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(e) *Appeals.* Either the Tribe or the claimant may, when dissatisfied with the award of the arbitrator, invoke the JAMS optional arbitration appeal procedure (or, if those rules no longer exist, the closest equivalent); provided, that the appealing party shall bear all costs and expenses associated with the appeal, including the arbitrators' fees, regardless of the outcome. No appeal shall be available from Tribal Court judgments decisions. All judgments decisions of the Tribal Court shall be are final.

SECTION 13. Section 3.16.120 of the Tribal Code is hereby amended to read as follows:

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~~(e) *Environmental compliance.* The Tribal Council hereby finds that the adoption of this chapter does not constitute a "Major Tribal Action" requiring the preparation of an environmental assessment or an environmental impact statement.~~

~~(d)(c) *Severability.* The provisions of this chapter are severable. If any section or provision of this chapter is ruled to be invalid by a court or agency of competent jurisdiction, the remaining provisions shall remain in full force and effect.~~

~~(e) *Amendment.* The Tribal Council shall be vested with full authority to amend or repeal this chapter as may be necessary or desirable to improve the efficiency of the Tribe's tort claim processes, to ensure compliance with any new or amended gaming compact(s) to which the Tribe may in the future become a party, or to come into or remain in compliance with any applicable laws or regulations, so long as any such amendment does not render this chapter out of compliance with the Compact(s) then in effect.~~

SECTION 14. Section 7.12.050 of the Tribal Code is hereby amended to read as follows:

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Authority attorney means the general counsel of the authority or any attorney or attorneys designated by the general counsel.

SECTION 15. Section 7.12.050 of the Tribal Code is hereby amended to read as follows:



(g) *Legal action for continuing violation.* If the authority board has issued a cease and desist order or a permit has been revoked temporarily or permanently and a producer or permittee continues the activity that it was ordered to cease and desist, the authority board may pursue appropriate remedies, including the filing of legal action to obtain injunctive relief requiring the producer to cease production of the Tribe's groundwater.

(g) *Suit and enforcement proceedings to enforce chapter.*

(1) *Authorization to Commence Proceedings.* Upon approval of the authority board, the authority attorney is authorized to initiate suit or any other enforcement proceeding in any court of competent jurisdiction to enforce the provisions of this chapter. In any such action, the authority shall be entitled to recover all reasonable attorneys' fees, court costs, and expenses of collection. All such proceedings shall be civil in nature.

(2) *Civil Remedies.* All civil remedies available under Tribal law—whether or not specifically enumerated in this chapter—including, but not limited to, garnishment, attachment, execution, liens, and injunctive relief, shall be available for the collection of monies due to the authority and for the enforcement of the provisions of this chapter. With the approval of the authority board, the authority attorney may: (i) initiate suit or enforcement proceedings in any court of competent jurisdiction; (ii) seek to enjoin the business operations or activities of any producer or permittee in violation of this chapter; and (iii) seek to impose or foreclose liens to secure payment of amounts owed. The commencement of any suit or enforcement proceeding shall not be construed as a waiver of the sovereign immunity of the Tribe or the authority, except to the limited extent expressly authorized by Tribal law or by duly approved waiver.

(3) *Defense of Actions.* The authority attorney, or its authorized representative, is authorized to defend any suit or proceeding brought against the authority, its board members, director, officers, agents, employees, or staff, arising out of or in connection with the performance of their official duties, provided that such defense shall not constitute a waiver of the sovereign immunity of the Tribe or the authority.

SECTION 16. Section 10.02.030 of the Tribal Code is hereby amended to read as follows:

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Neglect means, but is not limited to:



- (1) Negligent treatment or maltreatment of a child by a person, including a person responsible for the child's welfare, under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, and abandonment.
- (2) The negligent failure of any person having the care or custody of an elder or a dependent adult to exercise that degree of care that a reasonable person in a like position would exercise.
- (3) The negligent failure of an elder or dependent adult to exercise that degree of self-care that a reasonable person in a like position would exercise.
- (4) Failure to assist in personal hygiene, or in the provision of food, clothing, or shelter.
- (5) Failure to provide medical care for physical and mental health needs. No person shall be deemed neglected or abused for the sole reason that he voluntarily relies on treatment by spiritual means through prayer alone in lieu of medical treatment. A child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An informed and appropriate medical decision made by parent or guardian after consultation with a physician or physicians who have examined the minor does not constitute neglect.

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SECTION 17. Section 10.18.030(a) of the Tribal Code is hereby amended to read as follows:

(a) Subject to subsections (b) through (e) of this section, the Tribal court shall have authority, whenever it appears necessary or convenient, to appoint guardians for the persons and/or estates, or for the purpose of actual or contemplated litigation (guardian ad litem) of either children, elders, or dependent adults who reside within the territory of the Tribe and who have physical or mental limitations that restrict their ability to carry out normal activities, to protect their rights, including but not limited to, persons who have physical or developmental disabilities, or whose physical or mental abilities have diminished because of advanced age, accident or injury, or chronic use of drugs or alcohol.

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SECTION 18. Section 10.24.120 of the Tribal Code is hereby amended to read as follows:

- (a) *Substantiated Reports.* If, upon completion of the investigation, the investigating agency concludes there is probable cause to believe the abuse or neglect alleged did occur, any of the following may occur:
- (1) The elder or dependent adult may be taken into protective custody.



- (2) The Tribal Family Services Department or ACLD or designee may file a petition for protection of the elder or dependent adult under Section 10.24.150 or 10.24.170~~180~~180 of this Code.
- (3) The Tribal Family Services Department or ACLD or designee may file for a protective order under 10.24.180~~210~~210.
- (4) The elder may be offered temporary adult protective services.
- (5) The elder or dependent adult's caretaker or family may be offered voluntary social services.
- (6) The investigating agency may refer the matter to law enforcement or the Riverside County District Attorney's Office or other agency for prosecution.
- (b) Unsubstantiated Reports. Where the report is unsubstantiated either of the following may occur:
 - (1) The case may be closed; or
 - (2) The elder may be offered voluntary adult protective services; and/or the elder or dependent adult's caretaker or family may be offered voluntary social services.

SECTION 19. Section 10.24.170(b) of the Tribal Code is hereby amended to read as follows:

- (b) *Relief Available.* In issuing an emergency order under this Chapter, the Tribal Court shall adhere to all of the following limitations:
 - (1) Only those protective services that are necessary to remove the conditions creating the emergency shall be ordered, and the Tribal Court shall specifically designate the approved services in the emergency order.
 - (2) Protective services authorized by an emergency order shall not include hospitalization or a change of residence unless the Tribal Court specifically finds that action is necessary and gives specific approval for that action in its order.
 - (3) Duration of Order. Protective services may be provided through an emergency order for no more than fourteen (14) days, exclusive of Saturdays, Sundays, and legal holidays pending a hearing for long-term custody.
 - (4) Temporary Guardian. In its emergency order under this Chapter, the Tribal Court shall appoint the petitioner, next of kin, or other interested person, as appropriate, as a temporary guardian of the endangered adult pursuant to Section 10.18.270~~190~~190.
 - a. The Tribal Court's appointee shall be responsible for the care of the endangered adult.
 - b. The Tribal Court's appointee may, until the expiration of the Tribal Court's order, give consent for the provision of protective services for the endangered adult, in accordance with the emergency order.
 - (5) Temporary Guardian of Property. Temporary control of the endangered adult's finances must be specifically assigned to a named individual in the order, and the extent of the financial control must be specifically stated.



(6) The issuance of an emergency order and the appointment of a temporary guardian of the endangered adult shall not deprive that endangered adult of any rights except to the extent provided in the order of appointment.

SECTION 20. Section 10.26.030 of the Tribal Code is hereby amended to read as follows:

Every child who is within the jurisdiction of the Tribal Court pursuant to Section 10.26.030020 and whose biological parents' parental rights have not been terminated at the time that the Petition for Customary Adoption is filed, may be adopted subject to the terms and conditions of this Chapter.

SECTION 21. Section 11.04.300 of the Tribal Code is hereby amended to read as follows:

(a) Nothing in this chapter shall be interpreted or construed as supplanting the right or authority of the Secretary of the Interior to exercise remedies available to the Secretary for a violation of a lease involving Indian land subject to federal law.

(b) In the event of any dispute, claim, or controversy arising out of, relating to, or in connection with any lease executed pursuant to Tribal or federal law, the parties to such lease shall be entitled to pursue all rights and remedies available under Tribal law, including without limitation those remedies provided by the Code and the Rules of Civil Procedure of the Tribal Court. Nothing in this chapter shall be construed to limit, waive, or impair the availability of any remedy recognized under Tribal law.

SECTION 22. The Tribal Council hereby finds that the adoption of this Ordinance does not constitute a "Major Tribal Action" requiring the preparation of an environmental assessment or an environmental impact statement.

SECTION 23. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unlawful or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Tribal Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unlawful or unconstitutional.

SECTION 24. Nothing contained in this Ordinance is intended to, nor does in any way, limit, alter, restrict, or waive the Agua Caliente Band of Cahuilla Indians' sovereign immunity.

SECTION 25. The Tribal Council expressly reserves the right to alter, amend, or repeal this Ordinance if it determines that such action is in the best interest of the Tribe.



SECTION 26. This Ordinance shall become effective immediately upon its adoption.

SECTION 27. Upon the effective date of this Ordinance, any and all prior inconsistent resolutions, policies, ordinances, and/or procedures of the Tribe that pertain to the subject matter hereof are hereby repealed, superseded, and/or amended to comply with this Ordinance.

SECTION 28. Within fifteen (15) days after adoption, Tribal staff shall cause a summary of this Ordinance to be published one time in a newspaper of general circulation published and circulated on the Reservation.

BE IT ADOPTED AND ENACTED by the Tribal Council of the Agua Caliente Band of Cahuilla Indians, this 16th day of September, 2025.

Reid D. Milanovich, Chairman

Anthony Purnel, Vice Chairman

Savana R. Saubel, Secretary-Treasurer

John R. Preckwinkle III, Member

Virginia Siva, Member

I, the undersigned, the Secretary-Treasurer of the Agua Caliente Band of Cahuilla Indians, hereby certify that the Tribal Council is composed of five members of whom 5, constituting a quorum, were present at a meeting whereof, duly called, noticed, convened and held on this 16th day of September, 2025; that the foregoing Ordinance was duly adopted at such meeting by the affirmative vote of 4-0-0 and that said Ordinance has not been rescinded or amended in any way.

Savana R. Saubel, Secretary-Treasurer