



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS**

**APPROVAL OF**

**SOBOBA BAND OF LUISEÑO INDIANS, CALIFORNIA  
RESIDENTIAL LEASING ORDINANCE**

---

The attached Residential Leasing Ordinance, submitted by the Soboba Band of Luiseño Indians, California (listed in the Federal Register, Vol. 88, No. 8 FR 2114 (January 12, 2023) as the Soboba Band of Luiseño Indians, California), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 18 pages and adopted by the Soboba General Council on April 13, 2023, is hereby approved.

Dated: 9-21-2023

A handwritten signature in blue ink, appearing to be "T. B. ...", written over a horizontal line.

Assistant Secretary – Indian Affairs  
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8



EST. JUNE 19, 1883

# **SOBOBA BAND OF LUISEÑO INDIANS**

## **RESIDENTIAL LEASING ORDINANCE**

*(Pursuant to *The Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 ("HEARTH Act")*)*

Adopted April 13, 2023

# SOBOBA BAND OF LUISENO INDIANS

## RESIDENTIAL LEASING ORDINANCE

---

### TABLE OF CONTENTS

#### CHAPTER 1

Section 1.01	Short Title	3
Section 1.02	Authority	3
Section 1.03	Purpose	3
Section 1.04	Applicability	3
Section 1.05	Definitions	3

#### CHAPTER 2

Section 2.01	Approval of Lease	6
Section 2.02	Lease Requirements	6
Section 2.03	Payment	8
Section 2.04	Recording	8

#### CHAPTER 3

Section 3.01	Lease Termination and Eviction	8
Section 3.02	Notice of Eviction	9
Section 3.03	Service of Notice of Eviction	9
Section 3.04	Pre-Eviction Proceedings	10
Section 3.05	Stay of Eviction Proceedings	10
Section 3.06	Resumption of Eviction Proceedings	10
Section 3.07	BIA Enforcement or Cancellation of Leases	10
Section 3.08	Trespass	10
Section 3.09	Soboba Band Right to Enter Premises	11

#### CHAPTER 4

Section 4.01	Approval of Sublease and Assignment	11
Section 4.02	Requirements	11
Section 4.03	Recording	11

#### CHAPTER 5

Section 5.01	Approval of Leasehold Mortgage	12
Section 5.02	Requirements	12
Section 5.03	Recording	12

#### CHAPTER 6

Section 6.01	Requirements for Approval	12
Section 6.02	Categorical Exclusions	13
Section 6.03	Environmental Review	13
Section 6.04	Environmental Review Public Notice	15

**CHAPTER 7**

Section 7.01	Complaint	15
Section 7.02	Form of Complaint	15
Section 7.03	Informal Resolution	15
Section 7.04	Tribal Executive Officer Decision	15
Section 7.05	Appeals	15
Section 7.06	Petition to the Secretary of Interior	16

**CHAPTER 8**

Section 8.01	Indemnification; Hold Harmless	16
Section 8.02	Effective Date	16
Section 8.03	Amendments	16
Section 8.04	Severability	16
Section 8.05	Controlling Law	17
Section 8.06	No Waiver of Sovereign Immunity	17

## CHAPTER 1

### Short Title; Authority; Purpose; Applicability; and Definitions

#### Section 1.01 Short Title

This Ordinance shall be known as the "Residential Leasing Ordinance."

#### Section 1.02 Authority

The General Council enacts this Ordinance pursuant to the authority of the General Council and Tribal Council as stated in Sections 4 (a) and (b) of the Tribal Constitution ("Constitution") of the Soboba Band of Luiseño Indians ("Soboba Band") dated October 2, 1993.

#### Section 1.03 Purpose

This Ordinance shall be liberally interpreted and construed to implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 ("HEARTH Act"), which amended 25 U.S.C. 415, by establishing a process under which the Lease of a Housing Unit and/or Soboba Tribal Land by the Band will not require the approval of the Secretary of the Interior if the Lease is executed pursuant to this Residential Leasing Ordinance approved by the Secretary of the Interior. Nothing in this Ordinance is intended to expand the authority or responsibility of the Secretary of the Interior beyond that provided for under applicable federal statutes or regulations.

#### Section 1.04 Applicability

(a) Except as excluded under subsection 1.04(b) below, or as contrary to applicable federal statutes or regulations, this Ordinance shall apply:

(1) to all future Leases providing for the occupation or use of any Housing Unit for residential use; and

(2) to all future Leases providing for the occupation or use of any Soboba Land for residential use;

(b) This Ordinance shall not apply:

(1) to any commercial or business lease;

(2) to any lease of individually owned Indian allotted land;

(3) to mineral leases; or

(4) to fee land.

#### Section 1.05 Definitions

For the purpose of this Ordinance, the below terms are defined:

- (a) **“Applicant”** means the person seeking to enter into a Residential Lease authorized by this Ordinance.
- (b) **“Assignee”** means the person to whom a Lessee assigns their rights and obligations under a Residential Lease.
- (c) **“Assignment”** means an agreement between a Lessee and an Assignee whereby the Assignee acquires all or some of the Lessee’s right and assumes all or some of the Lessee’s obligations under a Residential Lease.
- (d) **“Best Interest of the Soboba Band”** means the balancing of interests in order to preserve the sovereignty of the Band, use tribal resources efficiently and for the health, safety, and welfare of all tribal members, and promote housing options for tribal members within Soboba Tribal Reservation.
- (e) **“Constitution”** means the Constitution of the Soboba Band dated October 2, 1993.
- (f) **“Environmental Department”** means the Soboba Band’s Environmental Department.
- (g) **“Environmental Evaluator”** means an official from the Environmental Department or as otherwise designated by the Tribal Council or their designee, as determined by the Tribal Council.
- (h) **“Environmental Review”** means the process for conducting tribal environmental review to assess whether a proposed Lease, as defined in this Ordinance, will have a positive or negative impact.
- (i) **“General Council”** means all adult voting members of the Soboba Band as defined in the Soboba Band Constitution.
- (j) **“Housing Department”** means the Soboba Band’s Housing Department.
- (k) **“Housing for Public Purposes”** means multi-family developments, single-family residential developments, and single-family residences that are either a) administered by the Soboba Band or tribally designated housing entity, or b) substantially financed using a tribal, federal, or state housing assistance program or tribally designated housing entity.
- (l) **“Housing Law”** means the Soboba Band’s applicable Housing laws, regulations, and policies and procedures.
- (m) **“Housing Manager”** means the Manager of the Housing Department.
- (n) **“Housing Unit”** means all or any portion of any house, home, building or other structure used as a residence by any person, which is located on Soboba Tribal Land subject to a Lease, to which this Ordinance applies. Each Housing Unit is a type of Single-Family Residence.
- (o) **“Lease”** means a written contract between the Soboba Band and a Lessee, whereby the Lessee is granted a right to possess a Housing Unit and/or Soboba Tribal Land for residential use for a specified purpose and duration.
- (p) **“Leasehold Estate”** means the possessory interest held by the Lessee in Soboba Tribal Land established pursuant to a Lease between the Soboba Band and a Lessee.
- (q) **“Leasehold Mortgage”** means a Mortgage, or other instrument that pledges the Leasehold Estate of the Lessee as security for a debt or other obligation owed by the Lessee to a Lender or other lender.

- (r) **“Lender”** means any person, entity or governmental agency, which lends under a Leasehold Mortgage, and includes any designated Assignee, or any heir, successor, executor, administrator, or assign thereof.
- (s) **“Lessee”** means a person who has acquired a legal right to possess Soboba Tribal Land by executing a Lease of a Housing Unit and/or Soboba Tribal Land.
- (t) **“Lessor”** means the Soboba Band of Luiseño Indians.
- (u) **“LTRO”** means the Land Titles and Records Offices of the Division of Land Titles and Records of the Bureau of Indian Affairs of the United States Department of the Interior.
- (v) **“Ordinance”** means this Residential Leasing Ordinance.
- (w) **“Permanent Improvements”** means buildings, other structures, and associated infrastructure attached to the Premises.
- (x) **“Premises”** means any portion of a Housing Unit and/or Soboba Tribal Land and any common areas and grounds appurtenant thereto.
- (y) **“Public”** means Tribal members, other residents of Soboba Tribal Land, and any other person or entity who can demonstrate that they will be directly significantly affected by the proposed Lease.
- (z) **“Restricted Lands”** means any land held by a federally recognized Indian tribe that is subject to restriction by the federal government against selling or transfer.
- (aa) **“Secretary of the Interior”** means the head of the United States Department of the Interior.
- (bb) **“Significant Effect on the Environment”** means a substantial adverse change in the environment, including land, air, water, flora, fauna, cultural area, and objects of historic, cultural or aesthetic significance.
- (cc) **“Single Family Residence”** means a structure maintained and used as a single dwelling unit
- (dd) **“Soboba Band”** means the Soboba Band of Luiseño Indians, a federally recognized Indian tribe.
- (ee) **“Soboba Tribal Land”** means any tribal land, held in trust or restricted status for the Band by the United States, including the surface estate of lands held by the United States in trust for any Indian corporation of the Band chartered under section 17 of the Act of June 18, 1934 (48 Stat. 988; 25 U.S.C. 477).
- (ff) **“Soboba Tribal Law”** means all applicable acts, ordinances, or other legislative action of the Band, along with all rulings of the Soboba Band’s Tribal Court and/or Court of Appeals.
- (gg) **“Sublease”** means a written agreement by which the Lessee grants a right to possession no greater than that held by the Lessee under the Lease.
- (hh) **“TEO”** means the Soboba Band’s Tribal Executive Officer.
- (ii) **“Tribal Council”** means the governing body of the Band established pursuant the Soboba Band’s Constitution.
- (jj) **“Trust Lands”** means any land that is held in trust by the Department of Interior for the benefit of a federally recognized Indian tribe.

## CHAPTER 2

### Approval of Lease; Requirements; Payment; and Recording

#### Section 2.01 Approval of Lease

- (a) All Leases shall be subject to the approval of the Tribal Council in accordance with this Ordinance. All approved Leases shall be signed by the Tribal Council, or its designee, as Lessor on behalf of the Band.
- (b) An applicant for a Lease shall apply through the Housing Department and in accordance with this Ordinance and related documents.
- (1) Applicants must be at least 18 years of age and meet any other criteria in this Ordinance.
- (c) Leases shall be approved or rejected by the Tribal Council within thirty (30) days of receipt of a complete lease application and Applicant shall be notified in writing of the Tribal Council's decision.
- (d) Leases approved under this Ordinance shall be valid for no more than a total term of 50 years from the date of execution of the Lease.
- (e) Leases which are approved by the Soboba Band and executed under this Section 2.01, shall be effective without federal approval, unless the Secretary of the Interior rescinds approval of this Ordinance and reassumes responsibility for such approval.
- (f) Any Lease which is approved and executed under this Section 2.01 shall refer to this Ordinance as authority for its execution on behalf of the Band.

#### Section 2.02 Lease Requirements

- (a) All Leases shall be in writing, and at a minimum, shall:
- (1) Describe where the tract or parcel of the Housing Unit and/or Soboba Tribal Land being leased, is located with a legal description and map plat that has been signed and sealed by a licensed surveyor in terms sufficient to determine and document its location for purposes of recordation with the LTRO;
- (2) State the purpose of the Lease and authorized uses and maintenance of the Premises;
- (3) Identify the parties to the Lease;
- (4) State the effective date and term of the Lease, which shall not exceed twenty-five (25) years with an option for a twenty-five (25) year renewal, for a total term of fifty (50) years;



- (5) If a Lease authorizes the Lessee to make Permanent Improvements during the term of the Lease, identify the general type and location of each improvement, and the responsibility for constructing, operating, maintaining, and managing Permanent Improvements during the Lease term, require reasonable notice to Lessor of the construction of any Permanent Improvement not described in the Lease and address the ownership and disposition of each improvement at the expiration or termination of the Lease;
- (6) Specify any and all rent and payment requirements, including payment due dates, payee and place of payment, and any interest;
- (7) Specify any provisions for assignment or sublease of the Premises;
- (8) Specify that the Lessor has no obligations with regard to utilities except as may be provided for in the Lease;
- (9) Specify remedies for breach, termination provisions, location and process for dispute resolution, and the BIA authority to enforce provisions of or cancel the Lease;
- (10) Provide that should historic properties, archaeological resources, human remains, or other cultural items not previously reported be encountered during the course of any activity associated with the Lease, all activity in the immediate vicinity of the properties, resources, remains or items will cease and the Lessee will contact the Soboba Band Tribal Historic Preservation Office to determine appropriate disposition and how to proceed;
- (11) For Leases that are not "Housing for Public Purposes" as defined in this Ordinance, provisions for periodic review and adjustment of the rent by the Housing Department at least every five (5) years, unless the Soboba Band determines in a Soboba Band certification, authorization or Tribal Resolution that no such review is in the Best Interest of the Band;
- (12) State the due diligence, performance bond and insurance requirements that apply, if any;
- (13) State the process for amendment, which shall be only in writing signed by Lessee, Lessor with the consent of any Lender;
- (14) State the governing law, which includes Soboba Tribal Law and applicable federal statutes and regulations; and
- (15) State that if the Leased Premises are within an irrigation project or drainage district, the Lessee must pay all operation and maintenance charges that accrue during the Lease term.

### **Section 2.03 Payment**

- (a) For any Lease of Soboba Land requiring payments to be made to the Soboba Band, the Soboba Band shall provide the Secretary of the Interior with such documentation of the lease payments to enable the Secretary of the Interior to discharge the trust responsibility of the United States with respect to the Premises.
- (b) For any Lease of Soboba Land under this Ordinance that permits Lease payments to be made directly to the Soboba Band, the Soboba Band shall send a copy of the Lease and this Ordinance to the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over Soboba Tribal Land.

### **Section 2.04 Recording**

- (a) All Leases, amendments and other instruments including, assignments, encumbrances, renewals, cancelations or modifications thereto shall be recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over Soboba Tribal Land, provided that, to the extent required by a Lender, a Lease shall also be recorded in the appropriate county register of deeds.
- (b) The Soboba Band shall maintain records of all Leases and other instruments pursuant to this Ordinance within its Housing Department with copies to be sent to and maintained by the Soboba Band Tribal Council and Soboba Band Legal Department.
- (c) The Soboba Band shall make available upon requests copies of Leases and other instruments under this Ordinance to the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over Soboba Tribal Land.
- (d) Any records of actions taken pursuant to this Ordinance are the property of the Soboba Band and may only be released in accordance with this Ordinance.

## **CHAPTER 3**

### **Lease Termination and Eviction**

#### **Section 3.01 Lease Termination and Eviction**

- (a) This Section applies to all Leases, subleases, assignments and amendments under this Ordinance.
- (b) The Tribal Council is vested with the authority to initiate and execute any termination and eviction set out in this Section and pursuant to this Ordinance and applicable federal law.
- (c) A Lessee's Residential Lease may be terminated and the Lessee evicted for one or more of the following:
  - 1. Nonpayment of rent pursuant to a valid Lease where payments are not received as of fourteen (14) days past the regular due date for payment.
  - 2. Failure to pay any arrearage in rent, costs or damages which have been due and owing for at least thirty (30) days. A partial payment of any amounts under this

part shall not prevent further proceedings under this part unless agreed to in writing between the parties.

3. Any nuisance, illegal activity, damage, destruction of property, injury to any person or disturbance of the peace.
4. Continued occupation of the Leased Premises without permission or agreement by the Lessee.
5. Violation of Soboba Tribal law, regulations or policies and procedures.
6. Noncompliance with any provision of a Lease entered into pursuant to this Ordinance.

### **Section 3.02 Notice of Eviction**

- (a) A Notice of Eviction shall be required when a Lessee has committed one or more of the violations listed in Section 3.01 but such Lessee desires to maintain possession of the Leased Premises. In such case the Lessor shall give written notice to Lessee to quit possession of Leased Premises.
- (b) A Notice of Eviction shall be sent to the Lessee of the Leased Premises and shall state the reason(s) for the termination of the Lease and the date and time by which Lessee must vacate the Leased Premises.
- (c) The Notice of Eviction must be delivered to the Lessee at least ten (10) days prior to the effective date of the eviction if related to failure to pay rent or other funds due as required under the Lease.
- (d) The Notice of Eviction must be delivered to the Lessee at five (5) days prior to the effective date of the eviction if related to any reason that poses a public health risk or dangerous condition, as determined by the Tribal Council.
- (e) The Notice of Eviction must be delivered to the Lessee at fourteen (14) days prior to the effective date of the eviction in all other cases.

### **Section 3.03 Service of Notice of Eviction**

The Notice of Eviction must be delivered to Lessee in the following manner:

- (a) Delivery must be made by an adult person and is effective when it is:
  1. Personally delivered to a Lessee with a second copy sent by mail, or
  2. Personally delivered to an adult living on the Leased Premises with a second copy sent by mail, or
  3. Personally delivered to an adult agent or employee of the Lessee with a second copy sent by mail, or
  4. Sent by certified mail, return receipt requested, to the last known address of the Lessee.
- (b) If the Notice of Eviction cannot be served as outlined above, or if a Lessee cannot be found, service may be accomplished by posting a notice of the pending action as follows:
  1. The notice shall include the phrase, "Notice of Eviction", date filed, a description of the Leased Premises at issue, and the point of contact for the Lessor.
  2. The notice shall be posted at the Tribal Administration building and shall be sent by first class mail, postage prepaid, to the Lessee at the Lessee's last known address, if other than the Leased Premises.

3. If serving the Lessee by posting, the notice shall also be posted by securely taping a copy of it to the main entry door of the Leased Premises subject to eviction in such a manner that it is not likely to detach.
4. The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by applicable law.

### **Section 3.04 Pre-Eviction Proceedings**

Meet and Confer. Upon service of a Notice of Eviction on a Lessee, the Lessor and Lessee may, upon written notice and confirmation of the parties, engage in a meet and confer to reach a settlement of the issues between them and to prevent commencement of an eviction proceeding. Any settlement must be in writing and shall not operate to waive any provision of the Lease or other rights or entitlements of the parties unless specifically stated in the settlement.

### **Section 3.05 Stay of Eviction Proceedings**

Where the Lessor and Lessee have agreed in good faith to initiate the meet and confer process, after a formal Notice of Eviction has been served, such proceedings shall be stayed until a settlement has been reached or the parties have determined no settlement may be reached. In no instance may the meet and confer process exceed ninety (90) days from the date of agreement to initiate the meet and confer process, unless the parties agree to extend such time frame in writing.

### **Section 3.06 Resumption of Eviction Proceedings**

If the parties do not reach a settlement with the above referenced ninety (90) days and do not agree in writing to extend such time to meet and confer before the expiration of the 90 days, the eviction proceedings under this Ordinance shall recommence.

### **Section 3.07 BIA Enforcement or Cancellation of Leases**

Pursuant to federal law, every Lease under this Ordinance shall state that upon reasonable notice from the Soboba Band to the BIA, the BIA may, in its discretion, enforce the provisions of or cancel a Lease.

### **Section 3.08 Trespass**

A person, other than a Tribal Official carrying out Tribal business, commits Trespass if he or she enters or remains on Soboba Tribal or private property of another and:

- a) Had notice that the entry was forbidden;
- b) Was ordered to depart after entry and failed to do so; or
- c) Has been excluded from the Soboba Tribal Lands by Soboba Tribal Council Resolution or Tribal, State or Federal Court order.

### **Section 3.09 Soboba Band Right to Enter Premises**

The Soboba Band shall have the right at any reasonable time during the term of the Lease and upon reasonable notice to enter the Leased Premises for inspection and to ensure compliance with the terms of the Lease.

## **CHAPTER 4**

### **Approval of Sublease and Assignment; Requirements; and Recording**

#### **Section 4.01 Approval of Sublease and Assignment**

(a) All Subleases and Assignments, other than to a Lender or Assignee Ordinance, shall be subject to the approval of the Tribal Council in a manner consistent with this Ordinance.

(b) All Subleases and Assignments which are subject to the approval of the Tribal Council shall be authorized in the form of a certified Resolution signed on behalf of the Soboba Band by the Chairperson or his/her designee.

(c) After the Secretary of the Interior approves this Ordinance, all Subleases which are approved and executed under this Section 4.01 shall be effective without federal approval, unless the Secretary of the Interior rescinds approval of this Ordinance and reassumes responsibility for such approval.

(d) All Subleases shall require the prior approval of any Lender or Surety, if required by the Lender or Surety agreement.

#### **Section 4.02 Requirements**

(a) A Lessee may sublease a Housing Unit or Soboba Tribal Land in accordance with Chapter 4 of this Ordinance and applicable provisions of the Housing Law and other applicable Soboba Law.

(b) A Lessee may assign a Lease in accordance with Chapter 4 of this Ordinance and applicable provisions of the Housing Law and other applicable Soboba Law.

(c) No Sublease shall relieve the Lessee or sublessor of any liability under the Lease.

(d) In any Assignment, other than to a Lender of the Leasehold Estate, the Assignee must agree in writing to assume all of the obligations and conditions of the Lease, and that the Lease is subject to all applicable laws.

#### **Section 4.03 Recording**

All Subleases and amendments thereto shall be recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Soboba Tribal Land.

## CHAPTER 5

### **Approval of Leasehold Mortgage; Requirements; and Recording**

#### **Section 5.01 Approval of Leasehold Mortgage**

(a) All Leasehold Mortgages under a Lease must be separately authorized by the Tribal Council, unless the Lease authorizes a Leasehold Mortgage and states the law governing foreclosure.

(b) After the Secretary of the Interior approves this Ordinance, all Leasehold Mortgages which are authorized under this Section 5.01 shall be effective without federal approval under 25 U.S.C. 415, unless the Secretary of the Interior rescinds approval of this Ordinance and reassumes responsibility for such approval.

#### **Section 5.02 Requirements**

A Lessee may grant a Leasehold Mortgage under a Lease in accordance with Chapter 5 of this Ordinance.

#### **Section 5.03 Recording**

All Leasehold Mortgages and assignments, amendments and terminations relating thereto shall be recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Soboba Land; provided that, to the extent required by a Lender, a Leasehold Mortgage shall also be recorded in the appropriate county register of deeds.

## CHAPTER 6

### **Requirements for Approval; Categorical Exclusions; Environmental Review; and Purpose of Review**

#### **Section 6.01 Requirements for Approval**

The Tribal Council shall not approve a Lease under subsection 2.01 (a) of this Ordinance unless:

(a) The Environmental Department has reviewed the Lease and such other information as may be necessary to identify and evaluate any Significant Effect on the Environment of the intended use of the Premises, and has:

(1) Determined that the uses authorized by the Lease are included within a categorical exclusion stated in Section 6.02 and provided that determination in writing to the Tribal Council; or

(2) Issued a final decision after following the procedures set forth in Section 6.03; or

(b) The Environmental Department has provided the Tribal Council with notice that the Band has carried out a project or activity permitted, approved or funded by a federal agency and that it has relied on the environmental review process of the applicable federal agency rather than following the procedures set forth in Section 6.03.

### **Section 6.02 Categorical Exclusions**

(a) The Tribal Council hereby finds that the following actions do not individually or cumulatively have a Significant Effect on the Environment; and therefore, except as otherwise provided in subsection 6.02(b), are categorically excluded from the procedures set forth in Section 6.03:

- (1) Approval of a Lease for residential use of an existing Housing Unit, including any associated improvements, access roads and utilities; and
- (2) Approval of a Lease for five (5) acres or less of contiguous Soboba Tribal Land for construction and residential use of a single structure of one to four dwelling units and any associated improvements, access roads and utilities.

(b) Notwithstanding subsection 6.02(a), the Environmental Department shall follow the procedures set forth in Section 6.03 if it determines that extraordinary circumstances exist under which the residential use of the Premises may, individually or cumulatively, have a Significant Effect on the Environment, in accordance with the Environmental Department's evaluation pursuant to the Soboba Tribal Law.

### **Section 6.03 Environmental Review**

(a) Unless a categorical exclusion applies, the Environmental Department shall undertake and complete an evaluation of the effects on the environment of the intended uses authorized by the proposed Lease in accordance with applicable Soboba Tribal Law, including but not limited to, the administering of an extended environmental review beyond the proposed site review, and an evaluation of cultural resources and historic properties by the Tribal Historic Preservation Office ("THPO") and evaluated as follows:

- (1) Environmental Review Process;
- (2) If the Environmental Department determines that, after evaluation of the effects on the environment, the uses authorized by proposed Lease will not have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
  - (A) A finding of no significant impact shall be issued and posted in accordance with public notice provisions of the environmental review process for a minimum of fifteen (15) calendar days;
  - (B) The Public may provide written comments on a finding of no significant impact within the posted applicable time frames to the Environmental Department. Based on the comments received, Tribal Council, in consideration of the Best Interest of the Soboba Band, reserves the right to hold a meeting for the Public to provide further written and verbal comments.;

(C) All comments shall be reviewed and analyzed by the Environmental Department and Tribal Council and a report shall be issued responding to relevant and substantive comments, if any, regarding the finding of no significant impact, which report shall be posted in accordance with public notice provisions of the environmental review process for a minimum of fifteen (15) calendar days; and

(D) Unless subsection 6.03(a)(2) applies, a final decision confirming that the uses authorized by the proposed Lease are expected to have no Significant Effect on the Environment shall be issued, forwarded to Tribal Council for approval and posted in accordance with applicable Soboba Law.

(3) If the Environmental Department determines that the proposed Lease will have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:

(A) A draft environmental review which identifies and evaluates any Significant Effect on the Environment of uses authorized by the proposed Lease shall be issued and posted in accordance with public notice provisions of the environmental review process for a minimum of thirty (30) calendar days;

(B) A meeting shall be held regarding the draft environmental review to provide an opportunity for the Public to comment (both verbal and written) on any Significant Effect on the Environment of the uses authorized by the proposed Lease;

(C) Comments shall be reviewed and analyzed, and a report shall be issued responding to relevant and substantive comments, if any, on the Significant Effect on the Environment of the uses authorized by the proposed Lease, which report shall be posted in accordance with public notice provisions of the environmental review process for a minimum of thirty (30) calendar days;

(D) A final environmental review describing the conclusions of the Environmental Department on the issues and evidence gathered under this subsection 6.03(2) shall be issued and posted in accordance with the public notice provisions of the environmental review process for a minimum of thirty (30) calendar days; and

(E) A final decision assessing the potential for any Significant Effect on the Environment associated with the uses authorized by the Lease shall be issued, forwarded to Tribal Council for approval and posted in accordance with the public notice provisions of the environmental review process.



### **Section 6.04 Environmental Review Public Notice**

- (a) Public notice provisions pertaining to the Environmental Review process shall be in accordance with the timeframes and provisions specifically set forth in this Section and this Ordinance, generally.
- (1) Any reports, notices or other documents required to be made available to the public shall be posted at the Soboba Band's Tribal Administration building in a designated space and on the Soboba Band's external Tribal government website. Such public notices shall be made for a period of thirty (30) calendar days or as specifically stated in this Ordinance.
  - (2) All public notices shall include a copy of the environmental document requiring public notice, a solicitation for comments and a deadline for submission to the Soboba Band.

## **CHAPTER 7**

### **Complaint; Form of Complaint; Informal Resolution; Decision; Appeal; Indemnification; Hold Harmless; and No Waiver of Sovereign Immunity**

#### **Section 7.01 Complaint**

An Applicant who has reasonable grounds to believe that the Soboba Band has failed to comply with this Ordinance has the right to file a complaint under this Chapter.

#### **Section 7.02 Form of Complaint**

The complaint shall be in writing, signed by the Applicant, describe the alleged noncompliance with this Ordinance which is the subject of the complaint, state all relief requested and be addressed to the Tribal Executive Officer.

#### **Section 7.03 Informal Resolution**

The Tribal Executive Officer shall make reasonable efforts to resolve complaint informally, including but not limited to, attempting to schedule a meeting with the Applicant for such purpose. All complaints which are resolved through such informal resolution shall be reduced to writing and signed by the Tribal Executive Officer and the Applicant.

#### **Section 7.04 Tribal Executive Officer Decision**

If a complaint is not resolved informally, the Tribal Executive Officer shall issue a decision on the complaint, which shall be in writing, signed by the Tribal Executive Officer. The Tribal Executive Officer shall cause the decision to be delivered to the Applicant no later than twenty (20) business days after receipt of the complaint.

#### **Section 7.05 Appeals**

- (a) The decision of the Tribal Executive Officer may be appealed to the Tribal Council or other authorized forum for dispute resolution, including any future Tribal Court.
- (1) The Applicant has thirty (30) calendar days after receipt of the decision of the Tribal Executive Officer to file an Appeal.

- (2) The Appeal must be in writing in the form required by the Soboba Band that shall be available at Tribal Administration.
- (3) The Tribal Council, or other authorized forum for dispute resolution, shall review the Appeal within thirty (30) calendar days of receipt of a properly filed Appeal. The Tribal Council, or other authorized forum for dispute resolution, shall either make its decision based on the Appeal as filed or issue a notice of hearing to the Applicant where Applicant may provide additional evidence to support their Complaint. In either case, the decision shall be issued no later than ninety (90) days after receipt of the Appeal or conclusion of the hearing, as applicable. The decision of the Tribal Council or other authorized forum for dispute resolution shall be final.

### **Section 7.06 Petition to the Secretary of Interior**

An Applicant who has exhausted the Band remedies set forth in this Ordinance, may submit a petition to the Secretary of the Interior, at such time and in such form as the Secretary of the Interior deems appropriate, to review the Band's compliance with this Ordinance.

## **CHAPTER 8**

### **Indemnification & Hold Harmless; Effective Date; Amendments; Severability; Controlling Law; No Waiver of Sovereign Immunity**

#### **Section 8.01 Indemnification; Hold Harmless**

Any Lessee under this Ordinance agrees to hold the Tribe and the United States harmless from any loss, liability, or damage resulting from the use or occupation of the Premises by Lessee with the exception that the Lessee is not required to indemnify the Tribe for liability or cost arising from the Tribe's negligence or willful misconduct.

Lessee will protect, defend, indemnify and hold harmless the Tribe and the United States to the maximum extent permissible by applicable law. This indemnification provision will survive any completion, expiration or termination of any Lease subject to this Ordinance.

#### **Section 8.02 Effective Date**

This Ordinance shall take effect upon its adoption by the General Membership and approval by the Secretary of the Interior.

#### **Section 8.03 Amendments**

This Ordinance may be amended or repealed only by a majority vote of the General Membership acting at a duly noticed meeting. All major substantive amendments to this Ordinance must be submitted to and approved by the Secretary of the Interior. Non-substantive revisions to this Ordinance, including formatting and other technical revisions that do not affect the substance and meaning of the provisions, may be made by the Tribal Council.

#### **Section 8.04 Severability**

The provisions of this Ordinance are intended to be severable, and if any provision is declared by a court of competent jurisdiction to be void, invalid, or unenforceable, in whole or in part, then that provision shall be severed and shall not affect the validity of the remaining provisions of this Ordinance.

**Section 8.05 Controlling Law**

- (a) To the extent this Ordinance conflicts with any Soboba Tribal law or any applicable federal law, Soboba Tribal law or applicable federal law shall control.
- (b) To the extent that any Lease to which this Ordinance applies conflicts with this Ordinance, this Ordinance shall control.

**Section 8.06 No Waiver of Sovereign Immunity**

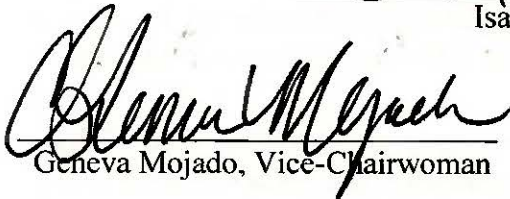
Nothing in this Ordinance shall be deemed to waive the sovereign immunity of the Band or any of its officials, employees or representatives.

**CERTIFICATION**


We, the elected members of the Soboba Tribal Council of the Soboba Band of Luiseno Indians do hereby certify that the foregoing Regulations were reviewed and approved by the Soboba General Council at a duly held meeting convened on the Soboba Indian Reservation on April 13, 2023 and such Regulations were approved in final form by the Soboba Tribal Council at a duly held meeting convened on the Soboba Indian Reservation on May 31, 2023 by a vote of 4 FOR, 0 AGAINST, and 0 ABSTAINING and such Regulations have not been rescinded or amended in any way.



Isaiah Vivanco, Chairman



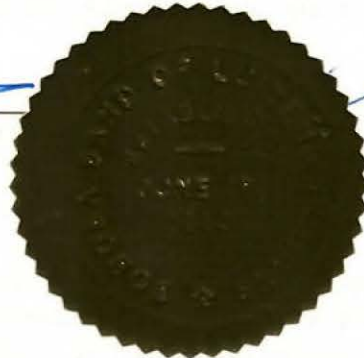
Geneva Mojado, Vice-Chairwoman



Monica Herrera, Secretary



Daniel Valdez, Treasurer



Michael Bentiste, Sergeant-of-Arms