



# Rincon Indian Reservation

P.O. BOX 68 • VALLEY CENTER • CALIFORNIA 92082 • (619) 749-1051

## ORDINANCE NO. 95-13

### AN ORDINANCE OF THE BUSINESS COMMITTEE OF THE RINCON SAN LUISEÑO BAND OF MISSION INDIANS ESTABLISHING AND CREATING THE RINCON-LUISEÑO HOUSING AUTHORITY.

#### **Section 12.1 PURPOSE AND TITLE:**

This title is adopted and intended to establish and create the Rincon-Luiseño Housing Authority. This title shall be known as the "Rincon-Luiseño Housing Authority".

#### **Section 12.2 AUTHORITY:**

The Rincon Business Committee is empowered, by Section 6 9c) of the Articles of Association, as amended and approved August 21, 1969 to enact ordinances and hereby enact this ordinance establishing and creating the Rincon-Luiseño Housing Authority which shall establish the purposes, powers and duties of the Authority.

The Rincon Business Committee, by the authority and powers granted by the Articles of Association, do hereby establish a public body known as the Rincon-Luiseño Housing Authority. In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the Authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this ordinance. A copy of the Ordinance duly certified by the Secretary of the Business Committee shall be admissible in evidence in any suit, action or proceeding.

#### **Section 12.3 DECLARATIONS OF NEED:**

The Rincon Business Committee hereby makes findings of need and declares that:

- 1) there exists within the Rincon Reservation boundaries unsanitary, unsafe and overcrowded dwelling units; that there is a shortage of decent, safe and sanitary dwelling units available at rents or prices that persons of low and very low income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwellings;
- 2) these conditions cause, increase, and spread disease and crime and constitute a menace to health, safety, and welfare; and these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;
- 3) the shortage of decent, safe and sanitary dwellings for persons of low and very low income cannot be relieved through the operation of private enterprise;
- 4) the providing of decent, safe and sanitary dwelling accommodations for persons of low and very low income households are public purposes and uses for which money may be spent and private property acquired, and are governmental functions;

- 5) residential construction activity and a supply of acceptable housing are important factors to general economic activity. The undertakings authorized by this ordinance aid the production of better housing and provide more desirable neighborhoods and community development at lowest possible costs making possible a more stable and larger volume of residential construction and housing supply; and
- 6) the necessity and interest for the provisions hereinafter enacted is hereby declared as a matter of tribal public policy.

**Section 12.4 PURPOSE:**

The Rincon-Luiseño Housing Authority shall be established, organized and authorized to operate for the purposes of:

- 1) Remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;
- 2) Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income; and
- 3) Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings.

**Section 12.5 DEFINITIONS:**

The following definitions and terms, wherever used or referred to in this ordinance, shall have the following meaning:

**"Area of Operation"** means all areas within the Rincon Reservation boundaries and jurisdiction governed by the Rincon Business Committee.

**"Authority"** means the Rincon-Luiseño Housing Authority.

**"Board of Directors"** means the governing body of the Authority Board.

**"Business Committee"** means those persons duly elected to the positions of Rincon Business Committee governing the affairs, resources, and enterprises of the Rincon San Luiseño Band of Mission Indians.

**"Federal Government"** means the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.

**"Home Buyer"** means any person(s) who has executed a lease-purchase agreement with the Authority and who has not yet achieved home ownership.

**"Housing Project"** means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental, sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements, loans, or

subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low and very low income households. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes. The term "housing project" or "project" also may be applied to the planning of the buildings and improvements, the acquisitions of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

**"Obligations"** means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Ordinance.

**"Obligee"** means any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

**"Persons of low and very low income"** means any person(s), or family(ies) that are unable to afford to pay for the construction or building of an adequate supply of decent, safe, and sanitary dwellings for their use or are unable to cause private enterprise within their locality to construct or build decent, safe and sanitary dwellings.

**Section 12.6 BOARD OF DIRECTORS:**

- 1) The affairs of the Authority shall be overseen by a Board of Directors comprised of the duly elected five members of the Rincon Business Committee or may be any other five persons appointed and/or re-appointed by the Business Committee.
- 2) The Authority Board of Directors may include tribal member(s) or a non-tribal member(s) 21 years or older. No person appointed to the Authority shall have been convicted of a past felony or be indicted and convicted of a felony while in office. Any appointed person charged or indicted with a felony crime must be temporarily suspended from the Authority office, and a temporary replacement appointed to fulfill the office for any remaining unexpired term of office.
- 3) Any person(s) appointed or re-appointed to serve as Authority Director(s) shall conform to the requirements of Tribal Ordinance No. 94-02, Code of Conduct, in the case of a member or members being appointed from the Rincon Business Committee as an Authority Director, or Tribal Ordinance No. 94-03 for any member or members appointed or re-appointed and not a member of the Rincon Business Committee. Non-tribal members appointed to the Authority Board shall conform to the following requirements: 21 years of age, no felony convictions-past or present, have expertise in one or more areas of: finance, public housing, construction, contract management, planning and community development, architecture, or legal.
- 4) No person shall be barred from serving on the Board of Directors because he/she is a tenant or home

buyer in a housing project of the Authority; and such a Director shall be entitled to fully participate in all meetings concerning matters that affect all the tenants or home buyers, even though such matters may also affect him or her. However, no Director shall be entitled or permitted to participate in voting or discussion or be present at any meeting (except in a capacity as a tenant or home buyer).

5) Each Director's term of office shall be four years and staggered. In the event of a vacancy, an appointment shall be made only for the remaining unexpired term of office for the vacant seat. Each member of the Board shall hold office until his/her successor has been appointed. A newly seated Board member may vote and decide on business matters.

The Council shall name one of the Directors as Board of Directors Chair. The Board shall elect from among its members a Vice-Chair, Secretary, and Treasurer. Any Board member, except the Chair, may hold two of these positions. In the absence of the Chair, the Vice-Chair shall serve and preside as acting Chair. In the event of both the Chair and Vice-Chair being absent, the Secretary shall serve and preside as acting Chair. The Authority Board of Directors shall develop and adopt its own by-laws, policies and procedures for the conducting of meetings, hearings, investigation and other pertinent rules necessary to the administration of the Authority, inclusive of but not limited to: staffing and personnel, internal controls, accountability, housing programs and projects.

7) Any Director may be removed pursuant to the provisions of Rincon Tribal Ordinance No. 94-02. Any removal from office may occur due to serious inefficiency or neglect of duty or for misconduct in office, fraudulent representation of qualifications for holding office, maleficence or misfeasance while holding office, criminal convictions before holding office or while in office, violation of Tribal Ordinance No. 94-02 or the Tribal Articles of Association.

A member may be removed from office only after the Board of Directors conduct a hearing, in closed session. A written notice of hearing shall be provided to the member being removed at least 7 days in advance of such hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel or other representation, and may present witnesses or written documents in his/her behalf.

In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power, and a copy thereof sent to the appropriate office of the Department of Housing and Urban Development.

8) The Board of Directors shall not receive compensation for their service but shall be entitled to reimbursement for expenses incurred in the discharge of their duties, including travel expenses for submitted travel-related receipts.

9) A majority of the Board of Directors shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of the full Board (notwithstanding the existence of any vacancy).

10) The Secretary of the Board shall be responsible for complete and accurate records of all meetings and actions taken by the Board.

11) The Treasurer shall keep or cause to be kept full and accurate financial records, make periodic reports to the Board, and submit a complete annual report, in written form, to the Board of Directors as required by Section 12.10 of this Ordinance.

**Section 12.7 MEETINGS:**

Meetings of the Board shall be held at regular, monthly meetings, at least once a month, for the management and administration of Authority business affairs. Special, urgent or emergency meetings may be called only by the Board of Directors Chair or the Vice-Chair, in the Chair's absence, with 24 hour notice given prior to such a meeting being held. Meeting agendas shall be posted for all meetings. A quorum of the Board must be present to conduct and take action on matters pending before a special, urgent or emergency meeting.

**Section 12.8 POWERS:**

- 1) The Authority shall have perpetual succession in its corporate name.
- 2) The Rincon Business Committee hereby gives its irrevocable consent allowing the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Ordinance and hereby authorizes the Authority to agree by contract to waive any immunity from suit that it might otherwise have; but Rincon San Luiseño Band of Mission Indians shall not be liable for the debts or obligations of the Authority.
- 3) The Authority shall have the following powers that it may exercise consistent with the purposes for which it is established:
  - (a) to adopt and use a corporate seal;
  - (b) to enter into agreements, contracts and understandings with any governmental agency, federal, state or local governmental unit ( including Rincon San Luiseño Business Committee), or with any person, partnership, corporation or Indian tribe; and to agree to any conditions attached to federal financial assistance.
  - (c) to agree, notwithstanding anything to the contrary contained in this ordinance or in any other provision of law, to any conditions attached to federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions which the federal government may have attached to its financial aid to the project.
  - (d) to obligate itself, in any contract with the federal government for annual contributions to the Authority, to convey to the federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may further provide that in case of such conveyance, the federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract: Provided, that the contract requires that, as soon as practicable after the federal government is satisfied that all defaults

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with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the federal government shall reconvey to the Authority the project as then constituted.

(e) to lease property from Rincon and others for such periods as are authorized by law, and to hold and manage or to sublease the same.

(f) to borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Section 12.9 of this ordinance.

(g) to pledge the assets and receipts of the Authority as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.

(h) to purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.

(i) to undertake and carry out studies and analysis of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvements, extension, alteration or repair of any project or any part thereof.

(j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units): to lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or home buyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

(k) to finance purchase of a home by an eligible home buyer in accordance with regulations and requirements of the Department of Housing and Urban Development.

(l) to terminate any lease or rental agreement or lease-purchase agreement when the tenant or home buyer has violated the terms of such agreements, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or home buyer.

(m) to establish income limits for admission that insure that dwelling accommodations in a housing project shall be made only to persons of low and very low income households.

(n) to purchase insurance from any stock or mutual company for any property or against any risk or hazards.

(o) to invest such funds as are not required for immediate reimbursement.

(p) to establish and maintain such bank accounts as may be necessary or convenient.

(r) to take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.

(s) to join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a State or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including but not limited to the issuance of notes or other obligations and giving security therefor), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing project or projects of the Authority or such other public housing agency or agencies. For such purpose, the Authority may by resolution prescribe and authorize any other public housing agency or agencies, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies.

(t) to adopt such bylaws as the Board deems necessary and appropriate.

4. It is the purpose and intent of this ordinance to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the federal government in the undertaking, construction, maintenance or operation of any project by the Authority.

5. No ordinance or other enactment of the Tribe with respect to the acquisition, operation, or disposition of tribal property shall be applicable to the Authority in its operations pursuant to this ordinance.

**Section 12.9 OBLIGATIONS:**

1. The Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Authority may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable:

a) exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income or revenues together with a grant from the federal government in aid of such project;

b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or from its revenues generally. Any such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

2. Neither the Authority Directors nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

3. The notes and other obligations of the Authority shall not be a debt of the Rincon San Luiseño Band, and the obligations shall so state on their face.

4. Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall not be exempt from taxes imposed by Rincon.

5. Obligations shall be issued and sold in the following manner:

a) obligations of the Authority shall be authorized by a resolution adopted by the vote of a majority of the full Board and may be issued in one or more series.

b) the obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.

c) the obligations may be sold at public or private sale at not less than par.

d) in the event any Authority Director whose signatures appear on any obligations cease to be a Director before the delivery of such obligations, the signatures shall, nevertheless, remain valid and sufficient for all purposes, the same as if the Directors had remained in office until delivery.

6. Obligations of the Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligations of the Authority or the security thereof, any such obligation reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this ordinance shall be conclusively deemed for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purposes and provisions of this ordinance.

7. In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the Authority, subject to the limitations in this ordinance, may:

a) pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence.

b) provide for the powers and duties of obligee and limit their liabilities; and provide the terms and conditions on which such obligee may enforce any covenants or rights securing or relating to the obligations.

c) covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

d) covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.

e) covenant as to what other or additional debts or obligations may be incurred by it.

f) covenant as to the obligations to be issued and as to the issuance of such obligations in escrow

or otherwise, and as to the use and disposition of the proceeds thereof.

- g) provide for the replacement of lost, destroyed or mutilated obligations.
- h) covenant against extending the time for the payment of its obligations or interest thereon.
- i) redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
- j) covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.
- k) create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the monies held in such funds.
- l) prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.
- m) covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies.
- n) covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- o) covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.
- p) vest in any obligee or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.
- q) exercise all or any part or combination of the powers granted in this section.
- r) make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.
- s) make any covenants and do any acts and things necessary, convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Authority, tending to make the obligations more marketable although the covenants, acts or things not enumerated in this section.

**Section 12.10 ANNUAL REPORTS:**

The Authority shall submit an annual report, signed by the Board Chair, to the Board of Directors

showing:

- a) a summary of the year's activities,
- b) the financial condition of the Authority,
- c) the condition of the properties,
- d) the number of units and vacancies,
- e) any significant problems and accomplishments,
- f) plans for the future, and
- g) such other information as the Authority or the Rincon Business Committee shall deem pertinent.

**Section 12.11 DISCLOSURE OF INTERESTS:**

No Director, officer or employee of the Authority, or any Business Committee member, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, a written disclosure of interest is made to the Authority, and such disclosure is entered into the Authority minutes, and the Director shall not participate in any action by the Authority. Such disclosure shall be required from every Director, officer or employee upon assuming their office or appointment to the Board of Directors.

If any Director, officer or employee involuntarily acquires any such interest, or voluntarily or involuntarily acquires any such interest prior to appointment or employment as a Director, officer or employee, the Director, officer or employee, in any such event, shall immediately disclose his or her interest in writing to the Board of Directors and the Executive Director for the Housing Authority. Such disclosure shall be entered upon the minutes of the Authority, and the Director, officer or employee shall not participate in any action, decision, or policy-making by the Authority relating to the property, contract or situation in which he or she has any declared such an interest.

This section shall not be applicable to the acquisition of any interest obligations of the Authority issued in connection with any project, or to the execution of agreements by banking institutions for the deposit or handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services the rates, or to tribal taxes for which are fixed or controlled by a governmental agency, or to membership on the Board.

**Section 12.12 FEDERAL COMPLIANCE:**

Each project developed or operated under a contract providing for federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable federal regulations and statutes that may be prescribed and enacted from time to time by the U.S. Congress in connection with such assistance.

**Section 12.13 BONDING REQUIREMENTS:**

The Housing Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

The Housing Authority may require contractors and subcontractors to post performance bonds

sufficient to provide a warranty of workmanship and construction. If the Authority requires such a performance bond to be posted, the bond amount shall be determined based upon the value of the construction project plus 10 percent to cover any costs and monies needed to complete any remaining construction work, or the completion of housing units for occupancy.

**Section 12.14 Property Ownership and Conflicts of Interest:**

The Authority may own, construct or operate any project on a non-profit basis, and may operate, own or develop any project for profit if said profits are determined necessary to further the construction and development of housing units.

Property or properties owned by the Authority is hereby declared to be public property used for essential public and governmental purpose--providing housing for tribal members. Such property owned by the Authority are considered exempt from State taxes, and may be exempted, by majority vote of the Tribal Council and the Authority Board of Directors, from special assessments imposed by the Tribe.

No Director, officer or employee of the Authority, or any other public official of the Authority shall participate in any action, discussion or vote relating to any property, contract in which said person has an interest. If a Director, officer or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquires any such interest prior to appointment or employment as a Director, officer or employee, the Director, officer or employee, in any such event, shall immediately disclose his/her interest in writing to the Authority, and such disclosure shall be entered into the minutes of the Authority. Any Director, officer or employee involved in said disclosure proceeding shall not participate, influence, vote or otherwise be a part of the proceedings in which any discussion or decision regarding property acquisition or disposal, assessment, project or a contract for services being considered by the Authority Board of Directors. Violations of the foregoing provisions shall constitute misconduct in office and require the immediate removal of said person or persons by the Board of Directors Chairperson. If the Board Chair fails to remove said person or persons within 3 calendar days then the full Board of Directors shall convene for the purpose of completing the immediate removal. If the Board of Directors fails to convene for the purpose of removing said person or persons, then the Tribal Council shall convene within 24 hours for the purpose of immediately removing said person or persons from office.

All property including funds acquired or held by the Authority pursuant to this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this sections shall not apply to or limit the right of obligee to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees or revenues or the right of the federal government to pursue any remedies conferred upon it pursuant to the provisions of this ordinance or the right of the Authority to bring eviction or foreclosure actions in accordance with the requirements of this ordinance.

**Section 12.15 Tribal Government Responsibilities and Authorities**

The Tribal Council hereby declares that the powers and authorities of Rincon Tribal Government shall be vigorously utilized to enforce evictions and foreclosure of a tenant or home buyer for

nonpayment or other contract violations including action through a tribal court or a court of jurisdiction.

The Tribal Council hereby declares that the powers of said Tribal court or court of jurisdiction shall be vigorously utilized and the Tribal Government shall cooperate to the fullest extent possible to enforce eviction and foreclosure proceedings against a tenant or home buyer for nonpayment or other contract violations. The Tribal Court or a court of jurisdiction shall have jurisdiction to hear and determine an action for eviction or foreclosure of a tenant or home buyer.

The Tribal Council hereby declares its intent to aid and cooperate in the planning, construction and development of projects. The Tribal Council agrees that it will furnish or cause to be furnished to the Authority and the occupants of projects services and facilities of the same character and to the same extent as the Tribe may provide to other dwellings and residents.

The Tribal Council may elect to enact ordinances or resolutions, from time to time, regulating or establishing building permits, special assessments, a tribal tax or other fees upon the Authority or any project of the Authority.

The Tribal Council may enact building or housing codes to govern and regulate the construction of housing, that are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard the public health, safety and welfare. The Tribal Council may enact or amend a land use plan or a zoning code that regulates the timing, development standards and growth patterns of all future projects constructed on the Reservation.

The provisions of this Ordinance shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the review and comment of the Department of Housing and Urban Development, so long as (a) the project is owned by a public body or governmental agency and is used for low and very low income households, (b) any contract between the Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect, or (c) any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whichever period ends the latest. If at any time title to, or possession of, any project is held by any public body or governmental agency authorized by law to engage in the development or operation of low or very low income households, including the federal government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

**Section 12.16 APPROVAL BY SECRETARY OF THE INTERIOR:**

The Authority shall obtain the approval of the Secretary of the Interior or designee for any financial assistance contract between the Authority and the federal government.

**Section 12.17 SEVERABILITY:**

If any provision or clause of this ordinance or the application thereof to any person, any federal agency with jurisdiction, or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect the implemented ordinance without the invalid provision, clause or application, and to this end the provision and clauses of this ordinance are declared to

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be severable.

**Section 12.18 EFFECTIVE DATE:**

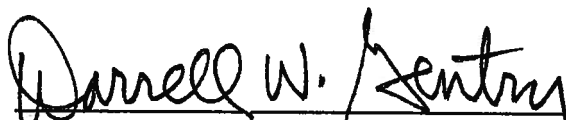
This ordinance shall take effect when adopted by a majority vote of the Tribal Council and shall rescind, supersede and replace in its entirety any previously adopted Tribal ordinance pertaining to the creation and establishment of a public housing authority on Rincon Reservation.

**CERTIFICATION**

The foregoing Rincon San Luiseño Band of Mission Indians Ordinance No.95-13 Creation of the Rincon-Luiseño Housing Authority was **INTRODUCED, PASSED AND ADOPTED** by the Rincon Business Committee of the Rincon San Luiseño Band of Mission Indians at a meeting duly held on the 8th day of November 1995 by the following roll call vote:

Ayes:	Committee Members:	Robert Calac, Chair Vernon H Wright, Vice-Chair Ruth Calac Patricia Duro
Noes:	Committee Members:	∅
Abstain/Absent:	Committee Members:	∅

Attest:

  
\_\_\_\_\_  
Darrell W. Gentry, Acting Recording Secretary

Date: November 9, 1995





IN REPLY REFER TO:

UNITED STATES  
DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS  
SOUTHERN CALIFORNIA AGENCY  
3600 LIME STREET, SUITE 722  
RIVERSIDE, CALIFORNIA 92501

Tribal Operations  
3703-P3 Rincon

JAN 10 1996

JAN 12 1996

Robert G. Calac, Chairman  
RINCON BAND OF MISSION INDIANS  
P.O. Box 68  
Valley Center, California 92082

Dear Mr. Calac:

The Rincon Ordinance No. 94-13, "Establishing and Creating the Rincon-Luiseno Housing Authority", adopted November 8, 1995 was received in this office on December 19, 1995.

The Ordinance is not subject to Bureau approval and will be maintained for record purposes.

Any further questions may be directed to the Branch of Tribal Operations at (909) 276-6630.

Sincerely,

  
Virgil Townsend  
Superintendent

cc: SCA/Housing  
w/copy of Ordinance



THE HOUSING AUTHORITY  
("Amendatory Ordinance")

This Business Committee (herein called "Council") of the Rincon, San Luiseno Band of Mission Indians on the 9th day of November, 1969, adopted an Ordinance No. 6 which joined in establishing the All Mission Indian Housing Authority. That Ordinance, and any amendments to it if there be any, are hereinafter called the "Original Ordinance". The Council now finds that it is in the best interest of the Housing Authority to amend the Original Ordinance (hereinafter called "Amendatory Ordinance") in order for the Authority to be able to meet certain requirements necessary to qualify for additional financial assistance from the Federal Government, acting by and through the Department of Housing and Urban Development. These requirements have been published as Part 805 of the Federal Register, Vol. 41, No. 47, dated March 9, 1976.

The Council hereby determines that all actions taken by the Housing Authority and all rights and obligations of the Housing Authority which have been established as a result of the Housing Authority's powers derived from the Original Ordinance are not to be invalidated by the adoption of this Amendatory Ordinance and that this Amendatory Ordinance shall be controlling as to future actions, rights and obligations of the Housing Authority beginning with the effective hour and date specified below.

The Council hereby determines that it is necessary to provide for the orderly transition of the Housing Authority's operations under the Original Ordinance to this Amendatory Ordinance in order that there be continuous uninterrupted authority for the actions of the Housing Authority. Therefore, this Ordinance is an emergency measure which is to become effective as of 12:01a.m. on the 13th day of May, 1977, and that all actions after that designated time shall be taken in accordance with, and pursuant to, the authority of this Amendatory Ordinance.

TRIBAL ORDINANCE

Pursuant to the authority vested in the Rincon, San Luiseno  
Band of Mission Indians by its Articles of Association,  
and particularly by Article 6, Sections \_\_\_\_\_  
\_\_\_\_\_ thereof, and its authority to provide for the  
health, safety, morals and welfare, the Business Committee (herein  
called "Council") of the San Luiseno Band of Mission Indians  
hereby joins in establishing a public body known as the All  
Mission Indian Housing Authority (here-  
inafter referred to as the Authority), and enacts this ordinance  
which shall establish the purposes, powers and duties of the  
Authority.

In any suit, action or proceeding involving the validity  
or enforcement of or relating to any of its contracts, the  
Authority shall be conclusively deemed to have become established  
and authorized to transact business and exercise its powers upon  
proof of the adoption of this ordinance. A copy of the Ordinance  
duly certified by the Secretary of the Council shall be  
admissible in evidence in any suit, action or proceeding.

ARTICLE I<sup>1</sup>

DECLARATION OF NEED

It is hereby declared:

1. That there exist within the area of the jurisdiction  
of this Council insanitary, unsafe and overcrowded dwelling  
accommodations; that there is a shortage of decent, safe and  
sanitary dwelling accommodations available at rents or prices  
which persons of low income can afford; and that such shortage  
forces such persons to occupy insanitary, unsafe and overcrowded  
dwelling accommodations;
2. That these conditions cause an increase in and spread  
of disease and crime and constitute a menace to health, safety,  
morals and welfare; and that these conditions necessitate

for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

3. That the shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;

4. That the providing of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of concern to this Council;

5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this ordinance to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and

6. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

## ARTICLE II

### PURPOSES

The Authority shall be organized and operated for the purposes of:

1. Remedying unsafe and insanitary housing conditions that are injurious to the public health, safety and morals;

2. Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income; and

3. Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings.

DEFINITIONS

The following terms, wherever used or referred to in this ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

"Area of Operation" means all areas within the jurisdiction of this Council.

"Board" means the Board of Commissioners of the Authority.

"Council" means the Rincon Tribal Business Committee.

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"Federal government" includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.

"Homebuyer" means a person(s) who has executed a lease-purchase agreement with the Authority and who has not yet achieved homeownership.

"Housing project" or "project" means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements; loans, or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes. The term "housing project" or "project" also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the

connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

"Obligations" means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Ordinance.

"Obligee" includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

"Persons of low income" means persons or families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent, safe, and sanitary dwellings for their use.

#### ARTICLE IV

##### BOARD OF COMMISSIONERS

1.(a)<sup>2</sup> (1) The affairs of the Authority shall be managed by a Board of Commissioners composed of two persons from each Indian Band or Tribal group.

(2) The Board members shall be appointed, and may be re-appointed, by the Council. A Certificate of the Secretary of the Council as to the appointment or reappointment of any commissioner shall be conclusive evidence of the due and proper appointment of the commissioner.

(3) A commissioner may be a member or non-member of the Tribe, and may be a member or non-member of the Tribal Council.

(4) No person shall be barred from serving on the Board because he is a tenant or homebuyer in a housing project of the Authority; and such commissioner shall be entitled to fully participate in all meetings concerning matters that affect all

of the tenants or homebuyers, even though such matters affect him as well. However, no such commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant or homebuyer), or to be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or homebuyer.

(b)<sup>3</sup> The term of office shall be four years and staggered. When the Board is first established, one member's term shall be designated to expire in one year; another to expire in two years, a third to expire in three years, and the last two in four years. Thereafter, all appointments shall be for four years, except that in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his successor has been appointed and has qualified.

(c)<sup>4</sup> The Council shall name one of the Commissioners as Chairman of the Board. The Board shall elect from among its members a Vice-Chairman, a Secretary, and a Treasurer; and any member may hold two of these positions. In the absence of the Chairman, the Vice-Chairman shall preside; and in the absence of both the Chairman and Vice-Chairman, the Secretary shall preside.

(d)<sup>5</sup> A member of the Board may be removed by the appointing power for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the appointing power and only after the member has been given a written notice of the specific charges against him at least 10 days prior to the hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his behalf. In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power and a copy thereof sent to the appropriate office of the Department of Housing and Urban Development.

of their duties.

(f)<sup>6</sup> A majority of the full Board (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of such full Board.

(g) The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board.

(h) The Treasurer shall keep full and accurate financial records, make periodic reports to the Board, and submit a complete annual report, in written form, to the Council as required by Article VII, Section 1, of this Ordinance.

2. Meetings of the Board shall be held at regular intervals as provided in the By-Laws. Emergency meetings may be held upon 24 hour actual notice and business transacted at such meeting by an Executive Committee composed of five Commissioners appointed each year by the full Board. Not less than a majority of the Executive Committee must concur in any action taken in such emergency meeting.

#### ARTICLE V

#### POWERS

1. The Authority shall have perpetual succession in its corporate name.

2. The Council hereby gives its irrevocable consent to allowing the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Ordinance and hereby authorizes the Authority to agree by contract to waive any immunity from suit which it might otherwise have; but the Tribe shall not be liable for the debts or obligations of the Authority.

3. The Authority shall have the following powers which it may exercise consistent with the purposes for which it is established:

- (a) To adopt and use a corporate seal.
- (b) To enter into agreements, contracts and under

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poration or Indian tribe; and to agree to any conditions attached to Federal financial assistance.

(c) To agree, notwithstanding anything to the contrary contained in this ordinance or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions which the Federal government may have attached to its financial aid to the project.

(d) To obligate itself, in any contract with the Federal government for annual contributions to the Authority, to convey to the Federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may further provide that in case of such conveyance, the Federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract: Provided, That the contract requires that, as soon as practicable after the Federal government is satisfied that all defaults with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the Federal government shall reconvey to the Authority the project as then constituted.

(e) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.

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long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VI of this ordinance.

(g) To pledge the assets and receipts of the Authority as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.

(h) To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.

(i) To undertake and carry out studies and analysis of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvements, extension, alteration or repair of any project or any part thereof.

(j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units): to lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

(k) To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development.

(l) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer.

insure that dwelling accommodations in a housing project shall be made available only to persons of low income.

(n) To purchase insurance from any stock or mutual company for any property or against any risk or hazards.

(o) To invest such funds as are not required for immediate disbursement.

(p) To establish and maintain such bank accounts as may be necessary or convenient.

(q) To employ an executive director, technical and maintenance personnel and such other officers and employees, permanent or temporary, as the Authority may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.

(r) To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.

(s) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a State or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including but not limited to the issuance of notes or other obligations and giving security therefor), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing project or projects of the Authority or such other public housing agency or agencies. For such purpose, the Authority may by resolution prescribe and authorize any other public housing agency or agencies, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies.

and appropriate.

4. It is the purpose and intent of this ordinance to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the Authority.

5. No ordinance or other enactment of the Tribe with respect to the acquisition, operation, or disposition of Tribal property shall be applicable to the Authority in its operations pursuant to this ordinance.

ARTICLE VI  
OBLIGATIONS

1. The Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Authority may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable: (a) exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income or revenues together with a grant from the Federal government in aid of such project; (b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or (c) from its revenues generally. Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

2. Neither the commissioners of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

3. The notes and other obligations of the Authority shall not be a debt of the Tribe and the obligations shall so state on their face.

4. Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this ordinance and without necessity of being restated in the obligations, a contract between (a) the Authority and the Tribe, and (b) the holders of obligations and each of them, including all transferees of the obligations from time to time.

5. . Obligations shall be issued and sold in the following manner:

(a) Obligations of the Authority shall be authorized by a resolution adopted by the vote of a majority of the full Board and may be issued in one or more series.

(b) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.

(c) The obligations may be sold at public or private sale at not less than par.

(d) In case any of the commissioners of the Authority whose signatures appear on any obligations cease to be commissioners before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners had remained in office until delivery.

6. Obligations of the Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or

enforceability of any obligations of the Authority or the security thereof, any such obligation reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this ordinance shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purposes and provisions of this ordinance.

7. In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the Authority, subject to the limitations in this ordinance, may:

(a) Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence.

(b) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenants or rights securing or relating to the obligations.

(c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

(d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.

(e) Covenant as to what other or additional debts or obligations may be incurred by it.

(f) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

(g) Provide for the replacement of lost, destroyed or mutilated obligations.

payment of its obligations or interest thereon.

(i) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.

(j) Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.

(k) Create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the monies held in such funds.

(l) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.

(m) Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies.

(n) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.

(o) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.

(q) Exercise all or any part or combination of the powers granted in this section.

(r) Make covenants other than and in addition to the

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(s) Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Authority, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

ARTICLE VII  
MISCELLANEOUS

1. The Authority shall submit an annual report, signed by the Chairman of the Board, to the Council showing (a) a summary of the year's activities, (b) the financial condition of the Authority, (c) the condition of the properties, (d) the number of units and vacancies, (e) any significant problems and accomplishments, (f) plans for the future, and (g) such other information as the Authority or the Council shall deem pertinent.

2. During his tenure and for one year thereafter, no commissioner, officer or employee of the Authority, or any member of any governing body of the Tribe, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the Authority and such disclosure is entered upon the minutes of the Authority, and the commissioners, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he has any such interest. If any commissioner, officer or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a commissioner, officer or employee, the commissioner, officer or employee, in any such event, shall immediately disclose his interest in writing to the

Authority, and such disclosure shall be entered upon the minutes of the Authority, and the commissioner, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he has any such interest. Any violation of the foregoing provisions of this section shall constitute misconduct in office. This section shall not be applicable to the acquisition of any interest in obligations of the Authority issued in connection with any project, or to the execution of agreements by banking institutions for the deposit or handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services the rates for which are fixed or controlled by a governmental agency, or to membership on the Board as provided in Article IV, Section 1(a)(4).

3. Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal Government in connection with such assistance.

4. The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

5. The Authority shall not construct or operate any project for profit.

6. The property of the Authority is declared to be public property used for essential public and governmental purpose and such property and the Authority are exempt from all taxes and special assessments of the Tribe.

7. All property including funds acquired or held by the Authority pursuant to this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such

property. However, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provisions of this ordinance or the right of the Authority to bring eviction actions in accordance with Article V, Section 3(1).

#### ARTICLE VIII

##### COOPERATION IN CONNECTION WITH PROJECTS

1. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:

(a) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.

(b) It will furnish or cause to be furnished to the Authority and the occupants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.

(c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project, and the surrounding territory.

(d) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.

(e) The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized

(f) The DISTRICT OF CALIFORNIA Court shall

have jurisdiction to hear and determine an action for eviction of a tenant or homebuyer. The Tribal Government hereby declares that the powers of said Court shall be vigorously utilized and the Tribal Government will cooperate to the fullest extent possible to enforce eviction of a tenant or homebuyer for nonpayment or other contract violations.

2. The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the consent of the Department of Housing and Urban Development, so long as (a) the project is owned by a public body or governmental agency and is used for low income housing purposes, (b) any contract between the Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect, or (c) any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whichever period ends the latest. If at any time title to, or possession of, any project is held by any public body or governmental agency authorized by law to engage in the development or operation of low income housing, including the Federal government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

#### ARTICLE IX

#### APPROVAL BY SECRETARY OF THE INTERIOR

With respect to any financial assistance contract between the Authority and the Federal government, the Authority shall obtain the approval of the Secretary of the Interior or his designee.

APPROVED FOR THE SECRETARY OF  
INTERIOR  
By *[Signature]*

<sup>1</sup>Article I may be modified as deemed appropriate.

<sup>2</sup>Article IV, section 1(a), paragraphs (1), (2), and (3) may be modified. For example, the number of board members may be more or less than five; the appointments may be made by the elected head of the tribal government, rather than the Council; the IHA may be made a department or division of the tribal government; membership on the Board may be limited to those who are members of the tribe, or to those who are members of the Council, or to those who are nonmembers of the Council, or to a certain number of any category.

<sup>3</sup>Article IV, section 1(b) may be modified to conform to changes in Article IV, section 1(a), and as to the length of the term of membership.

<sup>4</sup>Article IV, section 1(c) may be modified as to the manner of appointment of the Chairman. For example, it may provide for appointment by the Board members or by the elected head of the tribal government. This paragraph may also be modified as to the manner of appointment of the other officials.

<sup>5</sup>Article IV, section 1(d) may be modified but adequate safeguards against arbitrary removal shall be included.

<sup>6</sup>Article IV, section 1(f) may be modified if deemed appropriate, where the full Board consists of more than 5 members.

The name of the appropriate Court must be inserted in <sup>7</sup>Article VIII, section 1(f) on the basis of your attorney's opinion regarding jurisdiction.

KINCON SAN LUISENO BAND OF MISSION INDIANS

CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting Secretary of the Kincon San Luiseno Band of Mission Indians (called the General Council), do hereby certify:

1. That the attached Ordinance is a true and correct copy of the Ordinance as finally adopted at a duly called meeting of the General Council, and duly recorded in the official records of the General Council, and that the Ordinance has not been amended, modified, or rescinded, and is now in full force and effect;
2. That the meeting was duly convened and held in all respects in accordance with law; that to the extent required by law, that due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and that a legally sufficient number of members of the General Council voted in the proper manner for adoption of said Ordinance; that all other requirements and proceedings under the law incident to the proper adoption or passage of the Ordinance, including the publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this Certificate.
3. That the extract provided below reflects the pertinent portion of the minutes of the meeting in which the attached Ordinance was acted upon.

IN WITNESS WHEREOF, I have hereunto set my hand on June 22, 1977  
(Date)

Molly Bayton  
(Signature)

Molly Bayton  
(Typed Name)

Tribal Secretary  
(Title)

MINUTE EXTRACTS

The General Council of the Kincon San Luiseno Band of Mission Indians met in a Special Meeting at the Kincon Tribal Hall at the Kincon Indian Reservation, San Diego County, State of California, on Friday, May 13, 1977 at 6:30 p.m.

