

**RINCON BAND OF LUISEÑO MISSION INDIANS
RINCON INDIAN RESERVATION, CALIFORNIA**



**RINCON TARGETED PICKETING ORDINANCE
RINCON TRIBAL CODE § 15.5000**

Adopted on November 10, 2015

RINCON TARGETED PICKETING ORDINANCE

Rincon Tribal Code § 15.5000

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§ 15.5000 INTRODUCTION

The Rincon Band of Luiseno Indians in exercising the right to self-government shall not make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition for a redress of grievance, 25 U.S.C. §1302(a)(1).

§ 15.5001 PURPOSE AND FINDINGS

(a) Preservation and protection of the Harrah's Resort Southern California ("Casino") and associated commercial enterprises owned and operated by the Rincon Band for the monetary benefit of the Rincon Band and its members are in the public interest and are uniquely and critically important to the political integrity, economic security and health, safety and welfare of the Rincon Band.

(b) From time immemorial, the Rincon Band has always treated property as communal, owned collectively by Band members, including the Casino and associated commercial enterprises, and "[t]respass against this property was explicitly forbidden, boundaries were marked and the boundaries were protected by physical combat as well as supernatural means." Therefore, the Casino and associated commercial enterprises owned and operated by the Rincon Band are not public forums or the functional equivalents of public forums for open expression, particularly the area shown on Map 1, marked and attached as Appendix 1 to this ordinance.

(c) The Casino and associated commercial enterprises are the exclusive revenue generating enterprises on the Rincon Reservation, approximately 97 percent of the revenue from these business operations is dedicated to the total annual operating budget of the Tribal Government enabling the Rincon Band to meet its primary goal of sustaining the well-being of our people and financial health of our government for generations to come.

(d) The revenues generated from the Casino are based on the quality and integrity of the Casino as a destination resort visited annually by thousands of people from around the United States and particularly from the Orange and Riverside County areas.

(e) The Rincon Band has a substantial interest in protecting the quality and integrity of the Casino and associated commercial enterprises, including the protection of patrons, employees and the public from disruptive activities that are intended to distract the

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attention of patrons, employees and public motorists traveling along Valley Center Road as they approach, depart or pass by the Casino and associated commercial enterprises during normal business operations.

(f) Picketing that is targeted at, or on or near, the Casino and associated commercial enterprises owned and operated by the Rincon Band is unreasonably offensive and in conflict with the monetary interests and objectives of the Rincon Band and may cause irreparable injury to the Rincon Band's commercial reputation and damage to the economic viability or production of its commercial enterprises.

(g) Unpermitted targeted picketing of the Casino and associated commercial enterprises of the Rincon Band creates a captive audience because patrons and employees of these businesses cannot readily use any other right-of-way within the Rincon Reservation boundaries nor can patrons or employees move to any other Casino or commercial enterprise within the Rincon Reservation that is owned and operated by the Rincon Band.

(h) This captive audience situation and the protection of the monetary benefits received from the Casino and commercial enterprises of the Rincon Band requires the enactment of reasonable content-neutral, time, place and manner restrictions that reconciles and protects the rights of picketers to peacefully communicate and express their ideas and opinions with the rights of the Rincon Band to maintain and protect the monetary benefits derived from its Casino and associated commercial enterprises free from unreasonably offensive activities that are targeted at the Casino and associated commercial enterprises.

(i) The Rincon Band encourages open expression and by this ordinance grants an abundantly accessible and ample open area for individuals to communicate their intended message to the public at large and to the Rincon Band, if the Rincon Band is the intended audience of their message.

§ 15.5002 **DEFINITIONS**

(a) **“Commercial enterprise”** means any permanent building being used by one or more businesses owned and operated by the Rincon Band that is open to the public.

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(b) **“Director”** means the official in-charge of the day-to-day operations of the Department of Public Safety, which includes oversight of Tribal Law Enforcement Department.

(c) **“Picketing”** means the posting of a person or group for a demonstration or protest.

(d) **“Targeted Picketing”** means picketing that is directed at patrons, employees, occupants or owners of the Casino and associated commercial enterprises owned by the Rincon Band and proceeds on a definite course or route in front of or by that particular commercial business.

(e) **“Tribal Council”** means the five-member committee established under Section 3 (a) of the Articles of Association of the San Luiseno Band of Mission Indians of the Rincon Reservation. Tribal Council shall be synonymous with “Business Committee”.

§ 15.5003 **PROHIBITION**

No person shall engage in targeted picketing within 300 feet of the Casino and associated commercial enterprises within the exterior boundaries of the Rincon Reservation as shown on Map 1, marked and attached hereto as Appendix 1 to this ordinance. This section shall not be interpreted to bar picketing within 300 feet of the commercial area as shown on Map 2, marked and attached hereto as Appendix 2 to this ordinance, provided that an indemnification agreement with the Rincon Band has been executed.

§ 15.5004 **PERMISSION & INDEMNIFICATION AGREEMENT**

(a) Any person who engages in targeted picketing in a commercial area shown on Map 2 must obtain written permission and sign an indemnification agreement to reimburse the Rincon Band for any costs incurred by it in repairing damage to Rincon Band property which results from the actions of persons engaged in targeting picketing, and to defend the Rincon Band against, indemnify and hold the Rincon Band harmless from any liability to any person which results from the actions of those engaged in targeted picketing.

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(b) An application for permission and execution of the indemnification agreement must occur no later than three (3) business days before the date of the proposed targeted picketing, unless the proposed application for targeted picketing is not approved at that time, in which case the Director shall designate a reasonable time within which it is to be provided.

§ 15.5005 GROUND FOR DENIAL OF PERMISSION

The Director of shall approve an application for permission unless he or she determines, from consideration of the application, or such other information as the Director may otherwise obtain, or both that:

(a) The Director has reasonable cause to conclude that the application or any persons participating in the event will, in connection with that activity, cause physical injury to the persons or substantial damage to Tribal property; or

(b) The conduct of the event will substantially interrupt the safe and orderly movement of traffic contiguous to the event;

(c) The conduct of the event, or the concentration of persons, animals and vehicles at the assembly areas of the event will unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the such assembly areas; or

(d) The conduct of the event will interfere with the movement of fire-fighting equipment en route to a fire; or

(e) The conduct of the event will substantially obstruct or interfere with any construction or maintenance work scheduled to take place upon or along the public streets; or

(f) Another application for permission has been received, and has been or may be approved, to sponsor an event at the same time and place requested by the applicant, or so close in time and place that undue confusion or congestion would result, or the Tribal Law Enforcement staff would bear an unreasonable burden in meeting the requirements for services by more than on applicant; or

(g) The applicant fails to provide the information requested on the application form or provide Tribal Law Enforcement staff, when requested to do so, with further information

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in order to enable the Director to verify the information required on the application form;
or

(h) The application fails or refuses to comply with any condition reasonably imposed on the granting of permission in order to insure the safety of the event participants, members of the Rincon Band or the public to ensure the orderly flow of traffic, or to avoid the likelihood of harm to the public or private property, which conditions may include a change in the time or place, provided however that nothing in this Section 15.505 shall be deemed to authorize the Director to impose conditions which unreasonably interfere with the right of free speech; or

(i) Other circumstances exist which make it likely that the event would significantly interfere with ordinary activities within the Rincon Reservation

§ 15.5006 **REVOCATION OF PERMISSION**

The Director may revoke permission if an emergency arises which makes it impossible to assign the necessary personnel to the event and still provide the personnel required elsewhere to protect the public, or if information is obtained after the permit is issued from which the Director reasonably concludes that permission should not have been approved for reasons set forth in Section 15.505.

§ 15.5007 **APPEALS**

A person may appeal the denial of permission, or the imposition of conditions imposed by this chapter to the Tribal Council. The Tribal Council shall afford the applicant an opportunity for a hearing and may reverse, affirm or modify in any regard the determination of Director concerning the denial of permission. If the Tribal Council affirms the denial of permission such decision shall be based on one or more of the reasons listed in Section 15.505 of this ordinance.

§ 15.5008 **SOVEREIGN IMMUNITY**

All inherent sovereign rights of the Tribe, as a federally recognized Indian tribe with respect to provisions authorized in this ordinance are hereby expressly reserved, including sovereign immunity from unconsented suit. Nothing in this ordinance shall be deemed or construed to be a waiver of the Tribe's sovereign immunity from unconsented suit.

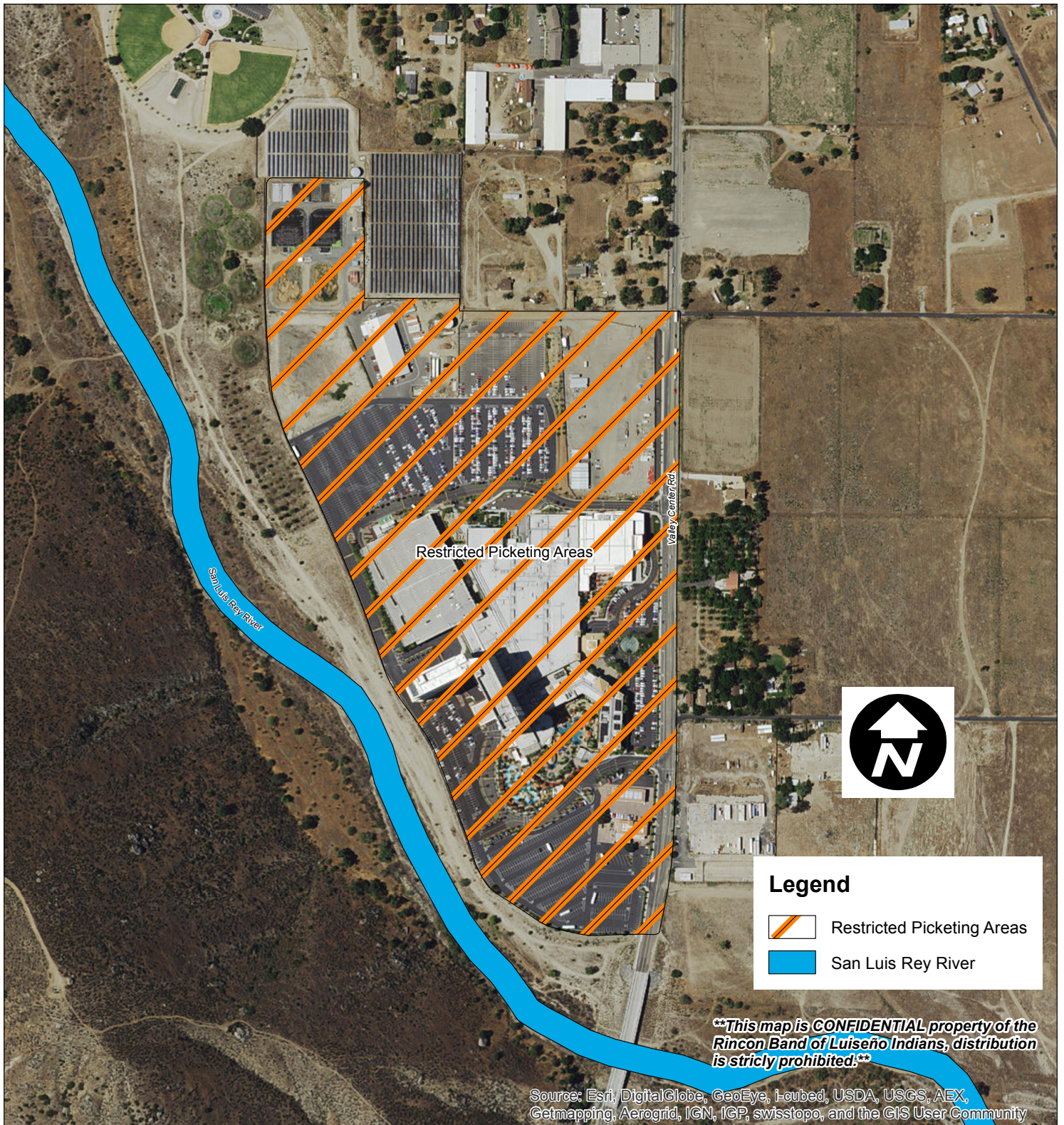
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§ 15.5009 SEVERABILITY

(a) If any provision of this ordinance shall be held unconstitutional or invalid, only the invalid provision or language shall be severed and the remaining provision and language of this ordinance shall remain in full force and effect.

[END OF DOCUMENT]

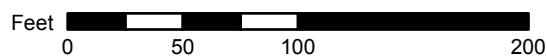


Restricted Picketing Areas

Feet 0 250 500 1,000



Permitted Picketing Area





Rincon Band of Luiseño Indians

1 West Tribal Road, Valley Center, CA 92082 ♦ (760) 749-1051 ♦ Fax: (760) 749-8901

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR RINCON BAND OF LUISEÑO INDIANS' PERMISSION TO PICKET

In consideration of being permitted to be picket on premises owned by the Rincon Band of Luiseño Indians within the Rincon Reservation, I the undersigned, hereby release, waive, discharge and covenant not to sue the Rincon Band of Luiseño Indians, and all departments thereof, its directors, officers, employees or agents (releasees) for any loss or damage, and any claim or demand thereof on account of injury to the person or property or resulting in the death of the undersigned whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon or about the premises.

The undersigned agrees to indemnify and save and hold harmless the releasees from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Rincon Band of Luiseño Indians' premises whether caused by the negligence of the releasees or otherwise.

The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage to the undersigned due to negligence of releasees or otherwise while in, about or upon the premises of the Rincon Band of Luiseño Indians.

The undersigned expressly consents to the jurisdiction of the Rincon Band of Luiseño Indians with respect to any claim, demand or cause of action arising from the foregoing Release Waiver and Indemnity Agreement and further agrees that the foregoing Release Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Rincon Band of Luiseño Indians and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

The undersigned has read and voluntarily signs this Release Waiver and Indemnity Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Name of Person Permitted to Picket

Date(s) of Picketing Activities

Signature of the Person Permitted to Picket

Location of the Permitted Picketing

Print Name of Public Safety Director

Signature of Public Safety Director

Date