

**Redding Rancheria  
Domestic Relations Ordinance**

## **DOMESTIC RELATIONS ORDINANCE**

### **FINDINGS and POLICY**

The Tribe finds that:

- (1) The Tribe's Constitution provides that the purposes of the Tribal Council include:
  - (a) To protect our lands and all other resources of our members
  - (b) To promote the general welfare of our people by protecting all the rights of the Redding Rancheria members according to the laws of the United States Government
  - (c) To preserve and develop our land base, culture, and identity.
  
- (2) The following Congressional finding in the Indian Child Welfare Act retains its validity today:

“that the States, exercising their jurisdiction over Indian child custody proceedings through administrative and judicial bodies, have often failed to recognize the essential tribal relations of Indian people and the cultural and social standards prevailing in Indian communities and families” {25 U.S.C. 1901 (5)}
  
- (3) State court proceedings often fail to consider the importance of the tribe and its culture in domestic relations issues in general and in custody determinations in particular.
  
- (4) The protection of tribal children in custody proceedings and the protection of Indian property interests in dissolution proceedings require the enactment of a domestic relations ordinance.

### **Purpose**

The purpose of this Ordinance is to establish fair and equitable rules governing domestic relations and property rights of persons who have a significant relationship with the Redding Rancheria.

### **1-1-1 Preamble**

This Ordinance shall be known as the Redding Rancheria Domestic Relations Ordinance. This Ordinance shall be literally construed and interpreted to fulfill the following purpose whenever possible:

- (1) To serve the welfare and the best interests of the children, the families, and the Redding Rancheria Community;
- (2) To preserve and strengthen the unity of the Redding Rancheria family, also with each family's Tribal, cultural, or ethnic identity whenever possible;
- (3) To secure the rights and ensure fairness to children, parents, guardians, custodians or other parties who come before the court; and
- (4) To provide a non-adversarial forum for culturally appropriate resolution of domestic relations issues coming before the Tribal Court.

### **1-1-10 General Provisions**

- (1) Short Title: This ordinance shall be known and cited as the "Redding Rancheria Domestic Relations Ordinance".
- (2) Sovereign immunity preserved: Nothing in this ordinance is intended or shall be construed as a waiver of the sovereign immunity of the Tribe. No officer or employee of the Redding Rancheria is authorized nor shall he/she attempt to waive the immunity of the Tribe under the provisions of this ordinance unless such officer or employee has an expressed and explicitly written authorization from the General Membership.
- (3) Applicability on tribal lands: This ordinance shall apply to all persons subject to the jurisdiction provisions (section 101 and 230) of the ordinance except those specifically excluded by federal law.
- (4) Interpretation and finding: The Redding Rancheria Tribal Council may interpret any ambiguities contained in this ordinance.
- (5) Conflicting provisions: Whenever any conflict occurs between the provisions of this ordinance and the provisions of any other ordinance of the Tribe, the stricter of such provisions shall apply.

## 1-1-20 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "Business day" means a day on which Redding Rancheria tribal offices are open for regular business.
- (2) "Benefits" means entitlement received by a spouse of a Redding Rancheria member solely by virtue of his/her status as a spouse and evidenced by a Benefits Certificate issued by the Tribe and accepted by the spouse.
- (3) "Current support" means the present month's required support pursuant to an order that is to be paid in increments, excluding amounts ordered to satisfy a delinquency.
- (4) "Delinquency" means the amount of unpaid support that has accrued from the date a child support order is entered or an amount due on a judgment for support for a prior period.
- (5) "Dependent child" means any child for whom a support order has been established or for whom a duty of support is owed.
- (6) "Designated Tribal Benefits" means the benefits enumerated in Recital C of Community Property Prenuptial Agreement incorporated in Section 1-1-130 (13).
- (7) "Dissolution" or "Divorce" means the act of terminating a marriage not including annulment.
- (8) "Duty of Support" means the duty to provide for the needs of a dependent child, which may include the costs of necessary food, clothing, shelter, education, and health care including health insurance premiums for the child. The duty includes any obligation to make monetary payment, to pay expenses or to reimburse another person or an agency for the cost of necessary support furnished a dependent child. The duty may be imposed by court order, by operation of law, or otherwise.
- (9) "Earnings" means compensation paid or payable for personal services, whether denominated as wages, salary, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension or retirement program.
- (10) "Employer" includes Redding Rancheria Tribe and any person or entity who pays or owes income to the obligor.

- (11) "Estate" means the total property of any kind owed by a deceased person prior to the distribution of that property in accordance with the terms of a will, or, when there is no will, by the laws of inheritance in the state of domicile of the deceased.
- (12) "Income" means any form of periodic payment to an individual, regardless of source, including, but not limited to, wages, salary, bonus, commission, compensation for services rendered or goods sold, compensation as an independent contractor; and notwithstanding any other provision of law making the payments exempt from garnishment, attachment, or other process to satisfy support obligations, specifically includes periodic payments pursuant to pension and annuity or retirement programs, or disability or insurance policies of any type, with the following exceptions:
- (a) Unemployment compensation payments made under the jurisdiction of any state, tribe or federal government shall be exempt from the provisions of this chapter;
  - (b) Worker's compensation payments made pursuant to insurance for an on the job injury or illness and under the jurisdiction of any state or tribe, shall be exempt from the provisions of this chapter;
  - (c) Public assistance payments for low income families;
  - (d) Per capita payments from the Redding Rancheria or any other federally recognized Indian Tribe.
- (13) "In-Kind Payments" as permitted by the trier of fact includes, but is not limited to, the provision of traditional foods and services.
- (14) "Maintenance" means the furnishing by one person to another of support, for the means of living including food, clothing, shelter and other reasonable needs.
- (15) "Marriage" means the civil status, condition or relation of two persons who may marry and are considered united in law as spouses.
- (16) "Minor" or "Child" means any person under the age of eighteen (18).
- (17) "Obligee" means any person, tribal agency, state agency or bureau entitled by order to receive child support payments or child and spousal support payments, or the person or agency to whom the right to receive or collect support has been assigned.
- (18) "Obligor" means any person obligated by order to pay child or spousal support to an Obligee.

- (19) "Spousal support" means a legally enforceable obligation assessed against an individual for the support of a spouse or former spouse who is living with a child or children for whom the individual also owes support.
- (20) "Support Order" means a judgment, decree, or order issued by the Redding Rancheria Tribal Court creating a duty of support for a minor child, spouse or former spouse, as herein defined; or a judgment, decree, order or administrative ruling issued by a court or agency of competent jurisdiction of another tribe, state or country creating a duty of support for a minor child, spouse or former spouse, as herein defined, which the Tribal Court has recognized pursuant to section 1-1-104 herein.
- (21) "Tribal Court" means Redding Rancheria Tribal Court.
- (22) "Tribal Lands" means all lands located on the Redding Rancheria, and lands, wherever located, held in trust by the United States for the Redding Rancheria or for a Redding Rancheria tribal member.
- (23) "Tribe" means the Redding Rancheria.

## **MARRIAGE**

### **1-1-30 Marriage License**

- (1) No marriage shall be performed under authority of this Chapter unless the parties have first obtained a marriage license from the clerk of the Tribal Court.
- (2) Upon payment of a fee to be set by Tribal Court, the clerk shall issue a marriage license to persons who appear entitled to be married as provided in 1-1-32 of this Chapter.
- (3) The clerk shall keep a public record of all marriage licenses and certificates issued.
- (4) The marriage license, properly endorsed by the authorized person performing the marriage, shall be returned to the clerk who shall issue a marriage certificate to the parties.

### **1-1-31 Existing Marriages**

Tribal law does not recognize customary or common law marriages. However, all marriages performed other than as provided for in this Chapter, which are valid under the laws of the jurisdiction where and when performed, including customary or common law, are treated as valid within the Tribe's jurisdiction.

### **1-1-32 Persons Who May Marry**

No marriage license shall be issued or marriage performed unless the persons to be married meet the following qualifications:

- (1) Both persons are at least 18 years old; however, persons who are 16 or 17 years old who have the written and properly notarized consent to marry from their parent or guardian may marry; and
- (2) At least one of the persons to be married is an enrolled member of the Redding Rancheria.

### **1-1-33 Who May Perform Marriages**

- (1) A Marriage may be solemnized and performed on Tribal lands (as defined in the Redding Rancheria Constitution) by any of the following:
  - (a) Any person recognized by Tribal or state law as having authority to marry;
  - (b) A judge of the Tribal Court; or
  - (c) A recognized clergyman or person recognized by his or her religion as having authority to marry.
- (2) If a person performing a marriage ceremony or solemnization lacked the actual authority to perform such ceremony or solemnization, if the parties believed that he or she had such authority and that they have been lawfully married, the marriage shall not be invalid on that basis.

### **1-1-34 Marriage Ceremony**

No particular form of marriage ceremony is required, provided, however, that the persons to be married must declare in the presence of the person performing the ceremony, that they take each other as husband and wife and he or she must thereafter declare them to be husband and wife.

### **1-1-35 Void and Voidable Marriages**

- (1) Marriages between an ancestor and his or her descendant, between brothers and sisters, of the half as well as the whole blood, between an uncle and his niece or an aunt and her nephew, or between first or second cousins are void from the beginning, whether or not the degree of relationship is legitimate or illegitimate.

- (2) Marriages between a person who is at the time of the marriage married to another person still living are void; provided, however, that such marriages will be considered valid until ruled otherwise by a court of competent jurisdiction if the party previously married:
  - (a) Actually believed, in good faith, that the prior marriage had been dissolved as a result of divorce or annulment; or
  - (b) Actually believed, in good faith, that his or her prior spouse was dead.
- (3) When a marriage is contracted in good faith and in the belief that it is a valid marriage, the children of such marriage born or conceived prior to the voiding or receiving notice of the invalidity of the marriage for any reason shall be the legitimate issue of both parents.
- (4) If either party to a marriage is incapable as a result of some cause or mental dysfunction or legal incapacity to enter into the marital state and such cause appears to be permanent, or if the consent of either party to marry was obtained by force or fraud; the marriage is voidable.

## **ANNULMENT**

### **1-1-40 Grounds for Annulment**

A marriage may be annulled for any of the following causes existing at the time of marriage:

- (1) That the party on whose behalf it is sought to have the marriage annulled, was under the age of 18 years, and such marriage was contracted without the consent of his or her parents or guardian, or persons having charge of him or her, unless after attaining the age of consent, such party freely cohabits with the other party to the marriage as spouses;
- (2) That the former spouse of either party was living, and the marriage with such former spouse was then in force;
- (3) That either party was of unsound mind, unless such party, after coming into reason, freely cohabited with the other as spouses;
- (4) That the consent of either party was obtained by fraud, unless such part afterward, with full knowledge of the facts constituting the fraud, freely cohabited with the other as spouses;
- (5) That the consent of either party was obtained by force, unless such party afterwards freely cohabited with the other as spouses; or
- (6) Impotence which continues and appears to be incurable.



### **1-1-41 Action to Annul – Parties and Limitations**

An action to obtain a Decree of Annulment of a marriage, for causes mentioned in the preceding section, must be commenced within the periods and by the parties as follows:

- (1) For causes mentioned in Subsection 1-1-40 (1), by the party to the marriage who was married under the age of legal consent, within two years after arriving at the age of consent, or by a parent, guardian, or other person having charge of such minor male or female, at any time before such married minor has arrived at the age of legal consent;
- (2) For causes mentioned in Subsection 1-1-40(2) by either party during the life of the other, or by such former spouse;
- (3) For causes mentioned in Subsection 1-1-40(3) by the party injured, or relative or guardian of the party of unsound mind, at any time before the death of either party;
- (4) For causes mentioned in Subsection 1-1-40(4) by the party injured, within two years after the discovery of the facts constituting a fraud;
- (5) For causes mentioned in Subsection 1-1-40(5) by injured party, within four years after the marriage; and
- (6) For causes mentioned in Subsection 1-1-40(6) by the injured party, within two years after the marriage.

### **1-1-42 Legitimacy of Children**

When a marriage is annulled for any reason, children begotten before judgment are legitimate and succeed to the estate of both parents. The Court may at the time of granting the annulment or at any future time, make necessary orders for the custody and support of said child or children as the circumstances and surroundings of the parents may require.

### **1-1-43 Conclusiveness of Judgment of Annulment**

A judgment of annulment of a marriage is conclusive only as against the parties to the action and those claiming under them.

## **DISSOLUTION OF MARRIAGE**

### **1-1-100 Dissolution and Annulment Procedure**

Proceedings in dissolution and annulment shall be commenced and conducted in the manner provided by law for civil cases, except as otherwise specifically provided. A final Decree of Divorce shall restore the parties to the status of unmarried persons.

### **1-1-101 Jurisdiction**

A dissolution may be granted by the Tribal Court if the court finds that it has jurisdiction over the marriage, and one of the parties alleges irreconcilable differences in the marriage.

The court shall find that it has jurisdiction over the dissolution proceedings if it finds any of the following:

- (a) Both parties are Redding Rancheria members; or
- (b) One party is a Redding Rancheria member, and the marriage was entered into on the Redding Rancheria; or
- (c) One party is a Redding Rancheria member, and one of the parties has lived within the territorial jurisdiction of the Tribal Court for at least ninety (90) days prior to bringing the action; or
- (d) One party is a Redding Rancheria member and the other either resides on the Redding Rancheria or receives Benefits from the Redding Rancheria; or
- (e) One party is a Redding Rancheria member, and the other is a voluntary party to the proceeding by filing or joining the petition or otherwise voluntarily acknowledging a voluntary, consensual relationship with the Tribe, including without limitation, executing a Premarital Agreement under chapter 1-1-130 herein.

### **1-1-102 Grounds for Dissolution**

The sole grounds for dissolution shall be that the marriage is irretrievably broken.

### **1-1-103 Right to Dissolution**

Either party may obtain a dissolution from the other party regardless of gender.

### **1-1-104 Temporary Orders; Child Support; Maintenance and Suit Money; Restraint**

- (1) The Court may order either party to pay a sum of money for the temporary support of the adverse party and/or the temporary support of the children, and to enable such party to prosecute and defend the action.
- (2) The Court may issue temporary orders for custody, child support and/or maintenance for good cause shown pursuant to 1-1-110, and may order the parties to participate in appropriate education or services regarding the impact of dissolution on children.
- (3) The Court may temporarily restrain either party from doing certain acts harmful to the other or to the children, or to the property of either, during the pendency of the dissolution proceedings. In addition, civil contempt proceedings may be brought against any person violating a valid court order obtained pursuant to this section, provided that any fine levied pursuant to this section shall not exceed the amount of support or maintenance ordered.
- (4) As a part of a motion for temporary maintenance or support or by independent motion accompanied by affidavit, either party may request the court to issue a temporary restraining order providing relief proper in the circumstances, and restraining or enjoining any person from:
  - (a) Transferring, removing, encumbering, concealing, or in any way disposing of any property except in the usual course of business or for the necessities of life, and, if so restrained or enjoined, requiring him or her to notify the moving party of any proposed extraordinary expenditures made after the order is issued;
  - (b) Molesting or disturbing the peace of the other party or of any child;
  - (c) Going into the grounds of or entering the home, workplace, or school of the other party or the day care or school of any child upon s showing of necessity thereof;
  - (d) Knowingly coming within, or knowingly remaining within, a specified distance from a specified location; and
  - (e) Removing a child from any residence identified to the court as the child's residence or transporting a child further than a specified distance from his/her residence except as authorized by the court. Violation of this provision by either parent shall be a basis for a finding by the Court that the Child is a youth-in-need-of-care as defined by the Redding Rancheria Children's Code.
- (5) Either party may request a domestic violence protection order on a temporary basis. The court may grant any of the following relief:
  - (a) Restrain the respondent from committing acts of domestic violence;

- (b) Exclude the respondent from the dwelling that the parties share, from the residence, workplace, or school of the petitioner, or from the day care or school of a child;
- (c) Prohibit the respondent from knowingly coming within, or knowingly remaining within, a specified distance from a specific location;
- (d) The court shall make residential provision with regard to minor children of the parties;
- (e) Order the respondent to participate in a domestic violence perpetrator treatment program approved by the court;
- (f) Order other relief as it deems necessary for the protection of the petitioner and other family or household members sought to be protected;
- (g) Require the respondent to pay the administrative court costs and service fees, as established by the court and to reimburse the petitioner for costs incurred in bringing the action;
- (h) Restrain the respondent from having any contact with the victim of domestic violence or the victim's children or members of the victim's household;
- (i) Order possession and use of essential personal effects. The court shall list the essential personal effects with sufficient specificity to make it clear which property is included. Personal effects may include pets. The court may order that a petitioner be granted the exclusive custody or control of any pet owned, possessed, leased, kept, or held by the petitioner, respondent, or minor child residing with either the petitioner or respondent and may prohibit the respondent from interfering with the petitioner's efforts to remove the pet. The court may also prohibit the respondent from knowingly coming within, or knowingly remaining within, a specified distance of specified locations where the pet is regularly found; and
- (j) Order use of a vehicle.

Ex parte orders issued under this subsection shall be effective for a fixed period not to exceed fourteen days, or upon court order, not to exceed twenty-four days if necessary to ensure that all temporary motions in the case can be heard at the same time.

- (6) The court may issue a temporary restraining order without requiring notice to the other party only if it finds on the basis of the moving affidavit or other evidence that irreparable injury could result if an order is not issued until the time for responding has elapsed.

- (7) The court may issue a temporary restraining order and an order for temporary support in such amounts and on such terms as are just and proper in the circumstances.
- (8) Domestic Violence Protection Orders issued under this section restraining the person from molesting or disturbing another party, or from going onto the grounds of or entering the home, workplace, or school of the other party or the day care or school of any child, or prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, shall prominently bear on the front page of the order the legend: Pursuant to the Violence Against Women's Act 25 U.S.C. §2265 This Protection Order is enforceable in all fifty (50) states, the District of Columbia, tribal lands, U.S. territories. VIOLATION OF THIS ORDER WITH ACTUAL NOTICE OF ITS TERMS IS A CRIMINAL OFFENSE AND WILL SUBJECT A VIOLATOR TO ARREST AND PROSECUTION.
- (9) The court shall order that any domestic violence protection order granted under this section be forwarded by the clerk of the court on or before the next judicial day to the appropriate law enforcement agency specified in the order. Upon receipt of the order, the law enforcement agency shall enter the order into any computer-based criminal intelligence information system available in this state or by the Federal Bureau of Investigations used by law enforcement agencies to list outstanding warrants and domestic violence protection orders. Entry into the computer-based criminal intelligence information system constitutes notice to all law enforcement agencies of the existence of the order. The order is fully enforceable in any county in the state.
- (10) If a domestic violence protection order issued pursuant to this section is modified or terminated, the clerk of the court shall notify the law enforcement agency specified in the order on or before the next judicial day. Upon receipt of notice that order has been terminated, the law enforcement agency shall remove the order from any computer-based criminal intelligence system.
- (11) A temporary order or temporary restraining order:
  - (a) Does not prejudice the rights of a party or any child which are to be adjudicated at subsequent hearings in the proceeding;
  - (b) May be revoked or modified;
  - (c) Terminates when the final decree is entered, except as provided under subsection (12) of this section, or when the petition for dissolution is dismissed;
  - (d) May be entered in a proceeding for the modification of an existing decree.
- (12) Delinquent support payments accrued under an order for temporary support remain collectible and are not extinguished when a final decree is entered unless the decree contains specific language to the contrary.

### **1-1-105 Pleadings; Finding; Decree**

The petition for dissolution shall be in writing and signed by the petitioner or the petitioner's attorney or spokesperson. No Decree of Dissolution shall be granted upon default or otherwise, except upon legal evidence taken in the case by the Court who shall make and file its findings and decree upon the evidence. The decree shall become absolute upon entry unless the judge orders otherwise. No final dissolution decree may be granted until at least ninety (90) days after the petition for dissolution and summons have been served, unless the Court finds good cause to waive this time restriction.

### **1-1-106 Disposition of Property; Child Custody and Support, Maintenance**

When a Decree of dissolution is made the Court may make such orders in relation to the children, property, and parties, and the maintenance of the parties and children by spousal and child support, as may be equitable. Subsequent changes, modifications or new orders may be made by the Court with respect to the custody of the children as shall be reasonable and proper.

### **1-1-107 Child Custody Proceeding – Commencement – Notice – Intervention**

- (1) A child custody proceeding is commenced in the Tribal Court:
  - (a) By a parent:
    - (i) By filing a petition for dissolution of marriage, annulment or declaration of invalidity; or
    - (ii) by filing a petition seeking custody of the child; or
  - (b) By a person other than a parent, by filing a petition seeking custody of the child; but only if the child is not in the physical custody of one of its parents or if the petitioner alleges that neither parent is a suitable custodian.
- (2) Notice of a child custody proceeding shall be given to the child's parent, guardian and custodian, who may appear and be heard and may file a responsive pleading. The Court may, upon a showing of good cause, permit the intervention of other interested parties.

### **1-1-108 Child Custody – Relevant Factors in Awarding Custody**

The Court shall determine custody in accordance with the best interests of the child and, secondarily, the traditions and customs of the Redding Rancheria people. The Court shall consider all relevant factors including:

- (1) The Court shall provide or remand physical/legal custody, care, and education, when it is deemed in the best interest of said child(ren).
- (2) In reaching a decision on custody, and placement and visitation of a child(ren) the Court shall consider all relevant factors including:
  - (a) The wishes of the child(ren) as to his or her custody and the older the child(ren), the more weight shall be given by the trier of fact;
  - (b) The wishes of the biological/legal parent(s);
  - (c) The relationship between the child(ren) and his or her parent(s) and siblings;
  - (d) The relationship between the child(ren) and his or her extended family
  - (e) The child(ren)'s adjustment or lack of adjustment, to a new home, school, or community;
  - (f) The need to promote continuity and stability in the life of the child(ren).
  - (g) The need for continued contact with the child's tribal culture.
  - (h) The time spent by each parent over the last year in caring for the basic needs of the children.

#### **1-1-109 Child Custody – Temporary Custodian Order – Vacating the Order**

- (1) A party to a custody proceeding may move for a temporary custody order. The motion must be supported by affidavit. The Court may award temporary custody after a hearing or solely on the basis of the affidavits if both parents or all parties are present and there is no objection.
- (2) If a proceeding for dissolution of marriage, legal separation, or declaration of invalidity is dismissed, any temporary custody order is vacated unless a parent or the child's custodian moves that the proceeding continue as a custody proceeding and the Court finds, after a hearing, that the circumstances of the parents and the best interests of the child require that a custody decree be issued.
- (3) If a custody proceeding commences in the absence of a petition for dissolution of marriage, legal separation, or declaration of invalidity, is dismissed, any temporary order is vacated.

### **1-1-110 Child Custody – Temporary Custody Order or Modification of Custody Decree – Affidavits Required**

A party seeking a temporary custody order or modification of a custody decree shall submit together with the motion, an affidavit setting forth facts supporting the requested order or modification and shall give notice, together with a copy of the affidavit, to other parties to the proceedings, who may file opposing affidavits. The Court shall deny the motion unless it finds that adequate cause for hearing the motion is established by the affidavits, in which case it shall set a date for hearing on an order to show cause why the requested order or modification should not be granted.

### **1-1-111 Child Custody – Interview with Child by Court – Advice of Professional Personnel**

- (1) The Court may interview the child in chambers to ascertain the child's wishes as to his custodian and as to visitation privileges. The Court may permit counsel to be present at the interview. The Court shall cause a record of the interview to be made and to be made part of the record in the case. However, records involving juveniles are confidential and may only be obtained by parties to the case, unless for good cause the Court order otherwise.
- (2) The Court may seek the advice of professional personnel or a person knowledgeable in the welfare of Indian children whether or not they are employed on a regular basis by the Court. The advice given shall be in writing and shall be made available by the Court and available to counsel upon request. Counsel may call for cross-examination of any persons consulted by the Court.

### **1-1-112 Child Custody – Priority Status of Proceedings – Hearings – Record – Expenses of Witnesses**

- (1) Custody proceedings shall receive priority in being set for hearing.
- (2) Either party may petition the Court to authorize the payment of necessary travel and other expenses incurred by any witness whose presence at the hearing the Court deems necessary to determine the best interests of the child.
- (3) The Court without a jury shall determine questions of law and fact. If it finds that a public hearing may be detrimental to the child's best interests, the Court may exclude the public from a custody hearing, but may admit any person who has a direct and legitimate interest in the work of the Court.
- (4) If the Court finds it necessary to protect the child's welfare that the record of any interview, report, investigation, or testimony in a custody proceeding be kept secret, the Court may make an appropriate order sealing the record.



### **1-1-113 Child Custody – Visitation Rights**

- (1) Any person may petition the Court for visitation rights at any time including, but not limited to, custody proceedings.
- (2) A parent, grandparent, or any other person able to show to the Court a traditional right or custom of child care, and not granted custody of the child may be granted reasonable visitation rights unless the Court finds after a hearing, that visitation would endanger the child's physical, mental, or emotional health. The Court may order visitation rights for any person when visitation may serve the best interest of the child whether or not there has been any change of circumstances.
- (3) The Court may modify an order granting or denying visitation rights whenever modification would serve the best interests of the child but the Court shall not restrict a parent's or grandparent's visitation rights unless it finds that the visitation would endanger the child's physical, mental, or emotional health.

### **1-1-114 Child Custody – Powers and Duties of Custodian – Supervision by Appropriate Agency When Necessary**

- (1) Except as otherwise agreed by the parties in writing at the time of the custody decree, the custodian may determine the child's upbringing, including his or her education, health care, and religious training, unless the Court after hearing, finds that the child's physical, mental, or emotional health would be endangered.
- (2) If both parents or all parties agree to the order, or if the Court finds that in the absence of the order the child's physical, mental, or emotional health would be endangered, the Court may order an appropriate agency which regularly deals with children to exercise continuing supervision over the case to assure that the custodial or visitation terms of the decree are carried out. Such order may be modified by the Court at any time upon petition by any party.

### **1-1-115 Child Custody Decree – Modification**

- (1) Except as otherwise provided in this Chapter, the Court shall not modify its prior custody decree unless it finds, upon the basis of facts that have arisen since the prior decree or that were unknown to the Court at the time of the prior decree, that a change has occurred in the circumstances of the child or his custodian and that the modification is necessary to serve the best interests of the child. In applying these standards the Court shall retain the custodian established by the prior decree unless:
  - (a) The custodian agrees to the modification;

- (b) The child has been integrated into the family of the petitioner with the consent of the custodian; or
  - (c) The child's present environment is detrimental to his or her physical, mental, or emotional health and the harm likely to be caused by a change of environment is outweighed by the advantage of a change to the child.
- (2) If the Court finds that a motion to modify a prior custody order has been brought in bad faith, the Court shall assess the attorney's fees and court costs of the custodian against the petitioner.

**1-1-116 Apportionment of Child Support Obligations**

In a proceeding for dissolution of marriage, legal separation, declaration of invalidity, maintenance, or child support, after considering all relevant factors, including the financial resources of both parties, but without regard to marital misconduct, the Court may order either or both parents owing a duty of support to any child of the marriage dependent upon either or both spouses to pay an amount reasonable or necessary for the support of the child.

**1-1-117 Advocates and Spokespersons – Payment of Costs, Fees and Disbursements**

- (1) Any party may be represented by an attorney or spokesperson at that party's expense.
- (2) The Court may appoint an advocate or spokesperson to represent the interests of a minor or dependent child with respect to his custody, support, and visitation. The Court shall enter an order for costs, fees, and disbursements, if any, in favor of the child's advocate. The order shall be made against either or both parents.

**1-1-118 Support or Maintenance Payments – To Whom Paid**

- (1) The Court may, upon its own motion or upon motion of either party, order support or maintenance payments to be made to:
  - (a) The person entitled to receive the payments;
  - (b) The appropriate tribal department; or
  - (c) The clerk of Court as trustee for remittance to the person entitled to receive the payments.
- (2) If payments are made to the clerk of Court:

- (a) The clerk shall maintain records listing the amount of payments, the date when payments are required to be made, and the names and addresses of the parties affected by the order; and
- (b) The parties affected by the order shall inform the clerk of the Court of any change of address or of other conditions that may affect the administration of the order.

**1-1-119 Support or Maintenance Payments – Order to Make Assignment of Periodic Earnings or Other Tribal Income or Benefits – Duty of Payor to Withhold and Transmit**

The Court after hearing may order the person obligated to pay support or maintenance to make an assignment of a part of his periodic earnings or other Tribal income or Benefits to the person or agency entitled to receive the payments. The assignment is binding on the employer, trustee or other payor over whom the court has jurisdiction two weeks after service upon payor of notice that the assignment has been made. The payor shall withhold from the earnings or other Tribal income or Benefits payable to the person obligated to support the amount specified in the assignment and shall transmit the payments to the person specified in the order. The payor may deduct from each payment a sum not exceeding ten dollars as reimbursement for costs. An employer shall not discharge or otherwise discipline an employee as a result of a wage or salary assignment authorized by this section.

**1-1-120 Payment of Costs, Attorney’s Fees, etc.**

The Court from time to time after considering the financial resources of both parties may order a party to pay a reasonable amount for the cost to the other party for maintaining or defending any proceeding under this Chapter and for reasonable counsel or attorney’s fees or other professional fees in connection therewith, including sums for legal services rendered and costs.

**PROPERTY RIGHTS**

**1-1-130 Premarital Agreements**

- (1) As used in this chapter:
  - (a) “Premarital Agreement” means an agreement between prospective spouses made in contemplation of marriage and to be effective upon marriage.
  - (b) “Property” means an interest, present or future, legal or equitable, vested or contingent, in real or personal property, including income and earnings.
- (2) A Premarital Agreement shall be in writing and signed by both parties. It is enforceable without consideration.
- (3) Parties to a Premarital Agreement may contract with respect to all of the following:

- (a) The rights and obligation of each of the parties in any of the property of either or both of them whenever and wherever acquired or located.
  - (b) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property.
  - (c) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event.
  - (d) The making of a will, trust, or other arrangement to carry out the provisions of the agreement.
  - (e) The ownership rights in and disposition of the death benefit from a life insurance policy.
  - (f) The choice of law governing the construction of the agreement, provided that the Tribal Court shall apply the provisions of this Ordinance to any Premarital Agreement before the Court.
  - (g) Any other matter, including their personal rights and obligations, not in violation of public policy or an applicable legislative provision imposing a criminal penalty.
- (4) The right of a child to support may not be adversely affected by a Premarital Agreement.
- (5) Any provision in a Premarital Agreement regarding spousal support, including, but not limited to, a waiver of it, is not enforceable if the party against whom enforcement of the spousal support provision is sought was not represented by independent counsel at the time the agreement containing the provision was signed, or if the provision regarding spousal support is unconscionable at the time of enforcement. An otherwise unenforceable provision in a Premarital Agreement regarding spousal support may not become enforceable solely because the party against whom enforcement is sought was represented by independent counsel.
- (6) A Premarital Agreement becomes effective upon marriage.
- (7) After marriage, a Premarital Agreement may be amended or revoked only by a written agreement signed by the parties. The amended agreement or the revocation is enforceable without consideration.
- (8) A Premarital Agreement is not enforceable if the party against whom enforcement is sought obtains a Tribal Court order holding either of the following:
- (a) That party did not execute the agreement voluntarily

- (b) The agreement was unconscionable when it was executed and, before execution of the agreement, all of the following applied to that party:
  - (i) That party was not provided a fair, reasonable, and full disclosure of the property or financial obligations of the other party.
  - (ii) That party did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.
  - (iii) That party did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.
- (9) An issue of unconscionability of a Premarital Agreement shall be decided by the Tribal Court as a matter of law.
- (10) For the purposes of subdivision (8) (a) it shall be deemed that a Premarital Agreement was not executed voluntarily unless the court finds in writing or on the record all of the following:
  - (a) The party against whom enforcement is sought was represented by independent legal counsel at the time of signing the agreement or, after being advised to seek independent legal counsel, expressly waived, in a separate writing, representation by independent legal counsel.
  - (b) The party against whom enforcement is sought had not less than seven calendar days between the time that party was first presented with the agreement and advised to seek independent legal counsel and the time the agreement was signed.
  - (c) The party against whom enforcement is sought, if unrepresented by legal counsel, was fully informed of the terms and basic effect of the agreement as well as the rights and obligations he or she was giving up by signing the agreement, and was proficient in the language in which the agreement was written. The explanation of the rights and obligations relinquished shall be memorialized in writing and delivered to the party prior to signing the agreement. The unrepresented party shall, on or before the signing of the Premarital Agreement, execute a document declaring that he or she received the information required by this paragraph and indicating who provided that information.
  - (d) The agreement and the writings executed pursuant to paragraphs (a) and (c) were not executed under duress, fraud, or undue influence, and the parties did not lack capacity to enter into the agreement.
  - (e) Any other factors the court deems relevant.

- (11) If a marriage is determined to be void, an agreement that would otherwise have been a Premarital Agreement is enforceable only to the extent necessary to avoid an inequitable result.
- (12) Any statute of limitations applicable to an action asserting a claim for relief under a Premarital Agreement is tolled during the marriage of the parties to the agreement. However, equitable defenses limiting the time for enforcement, including laches, and estoppels, are available to either party.
- (13) A Premarital Agreement to be enforceable need not be in any particular form. However, any document in substantially the following form shall be enforceable as a Premarital Agreement in the Tribal Court.

REDDING RANCHERIA  
 COMMUNITY PROPERTY PRENUPTIAL AGREEMENT  
 (Redding Rancheria General Welfare Ordinance 2007 Sec. 1000 et seq.)

[Including spousal support waiver]

This Community Property Prenuptial Agreement (the "Agreement") is hereby entered into by and between \_\_\_\_\_ ("Member") and \_\_\_\_\_ ("Fiancé") to be effective upon marriage.

Recitals:

A. Member and Fiancé are engaged and plan to hold their marriage ceremony on \_\_\_\_\_, on the \_\_\_\_\_ in the state of California. Member currently resides at \_\_\_\_\_. Fiancé currently resides \_\_\_\_\_.

B. Member is an enrolled member of the Redding Rancheria (the "Tribe"), entitled to certain distributions, benefits and assistance that are provided only to enrolled members of the Tribe as a right of descent, tribal enrollment, and under the laws of the Redding Rancheria.

C. Member and Fiancé now intend to enter into this Agreement to preserve the status of the following designated tribal benefits (hereafter "designated tribal benefits") as separate property, to remain separate and apart from the community estate and/or community interests of any sort, under the terms and agreements set forth herein:

- All benefits provided under the Redding Rancheria Home Equity Program(s), specifically including all equity and title to a home or property to the extent acquired through benefits from said program(s).
- All member assistance provided under the Redding Rancheria General Welfare Ordinance.
- Proceeds from Tribal provided life insurance or other similar benefits.
- Per capita distributions paid under a Redding Rancheria revenue allocation plan (including benefits and accounts under the Redding Rancheria Minors Trust, the Redding Rancheria Adult Deferral Trust, or any other trust or account established by the Tribe to hold deferred per capita payments).
- Other \_\_\_\_\_

For purposes of this Agreement, the term designated tribal benefits shall include property, defined as an interest, present or future, legal or equitable, vested or contingent, real or personal property wherever located, including income and earnings, wherever earned or received.

D. This agreement is intended to govern the characterization of designated tribal benefits at the time distributed or otherwise made available to the Member under tribal law and applicable state law, and it is the intention of the parties that it shall retain that character unless or until intentionally changed in writing by an express declaration that is made, consented to, and accepted by both the Member and Fiancé pursuant to Paragraph 7 of the Agreements section below).

E. Member and Fiancé have each made a fair, reasonable and full disclosure of their property and financial obligations, and all facts relevant to this Agreement to the satisfaction of each other prior to executing it, including the disclosure of Member's entitlements to the designated tribal benefits selected above.

F. Each party hereby confirms that this Agreement has been executed voluntarily. Fiancé also confirms that he/she was advised of the right to seek independent legal counsel prior to executing this Agreement and was given at least seven (7) calendar days, between the time he/she was first presented with a copy of this Agreement and the time the agreement is signed, to consult with independent legal counsel.

**Declaration of Legal Counsel Review and Understanding**

Pursuant to the foregoing advice of the right to seek counsel, Fiancé hereby confirms (1) that he/she has in fact consulted with independent legal counsel prior to executing this Agreement, (2) that he/she was provided at least seven (7) calendar days as set forth above to review this Agreement with independent legal counsel, and (3) that he/she specifically consulted with independent legal counsel with regard to all matters covered by this Agreement including the provisions addressing the waiver of spousal support.

Fiancé further declares that he/she was fully informed of the terms and basic effects of the Agreement before signing it, and of the rights and obligations that he/she is giving up by signing the Agreement, and was informed of such information in terms and language that Fiancé understood, and had consulted with independent legal counsel on, who provided and explained that information to his/her satisfaction.

Fiancé's initials \_\_\_\_\_

Agreements:

Member and Fiancé hereby expressly declare and agree unequivocally as follows:

1. All designated tribal benefits provided to or received by Member prior to or after this Agreement, as well as any investments or property (real or otherwise) purchased with, acquired from or received through any tribal designated benefits selected in Paragraph C of the Recitals, and any rents, profits, or increases in value hereafter attributed to any of the foregoing, are and shall hereafter be characterized as the Member's separate property, regardless of when or wherever acquired or located. Member shall retain, without limitation, the sole and exclusive right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control such property; to dispose of the property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event; to subject the property to the terms of a Will or trust or other arrangement to carry out the provisions of this Agreement; and to designate the

beneficiary or exercise other ownership rights in and disposition of the death benefit from a life insurance policy covered as separate property hereunder (if applicable).

2. Designated tribal benefits shall not be considered with regard to any future award of spousal support, and Fiancé waives his/her right, if any, to consider or take into account Member's designated tribal benefits when making any calculation or determination with regard to spousal support.

3. Both parties hereby consent to the recording of this Agreement (or a description of this agreement as may be necessary to put third parties on legal notice of the property rights agreed to herein) and any amendment hereto along with a description of any personal or real property to which it applies. Fiancé further consents to the inclusion of a clear statement in any deed or other documentary evidence of title by which any property subject to this Agreement is acquired, held or encumbered, confirming that the property is separate property and not community property.

4. This Agreement does not apply to a gift between Member and Fiancé, before or after the marriage ceremony, of clothing, wearing apparel, jewelry, or other tangible articles of a personal nature that is used solely or principally by the Fiancé to whom the gift is made and that is not substantial in value taking into account the circumstances of the marriage.

5. Fiancé shall not sell, transfer, exchange, lease, assign, pledge, encumber or create a security interest in any property designated as separate property hereunder. If Fiancé executes a Will or trust, Fiancé shall not include language in that Will/trust that is contrary to this Agreement.

6. This Agreement shall bind Member and Fiancé's successors, heirs, administrators, executors, assigns, and any trustee or successor trustee under a trust to which they are a settlor.

7. This Agreement may be amended or revoked only by a written instrument executed, consented to, and accepted by both the Member and Fiancé, expressly and unequivocally referring to this Agreement and declaring their intention to amend this Agreement. Notice of changes to the status of real property must also be provided to third parties who may be affected, unless recorded.

8. This Agreement shall be construed in accordance with the laws of the Redding Rancheria and, to the extent not in conflict therewith, the laws of the State of California. Any dispute related to or arising out of this Agreement including any dispute over the character or status of any designated tribal benefits or separate property hereunder shall be resolved exclusively in the Redding Rancheria Tribal Court. Member and Fiancé agree to personal jurisdiction in the Redding Rancheria Tribal Court for all property determinations covered by this agreement regardless of the jurisdiction of other proceedings, incident to divorce or other family law matters that may address issues between the parties. In the event of a conflict between the characterization of property as set forth herein under the tribal laws of Redding Rancheria and the laws of any state, including the community property laws of the state of California, the parties hereby agree to transmute by written agreement all such property interests as needed to give legal effect to the intent of this Agreement to the fullest extent permitted by applicable law. If any portion of this Agreement is found invalid or unenforceable, the remainder shall remain in full force and effect.

NOW THEREFORE, Fiancé and Member hereby acknowledge the truth and accuracy of the Recitals above, and declare join in, consent to, and accept the foregoing Community Property Prenuptial Agreement, having been fully informed of the



consequences, as his/her free and voluntary choice, without duress, fraud or undue influence:

MEMBER

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

FLANÇÉ

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

NOTARY

STATE OF CALIFORNIA )

COUNTY OF SHASTA )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, Member, and \_\_\_\_\_, Fiancé, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the foregoing Community Property Prenuptial Agreement and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the Community Property Prenuptial Agreement the persons, or the entities upon behalf of which the persons acted, executed the Community Property Prenuptial Agreement.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL:

\_\_\_\_\_  
Notary Public

This chapter shall govern the property rights of married persons, subject to a written property settlement agreement between such persons entered into during the marriage. Such an agreement must be recorded in the office of the recorder of every county and/or Bureau of Indian Affairs (BIA) for property held in trust by the BIA for the benefit of either of the parties in which any real estate affected by the agreement is located. The effect of recording or non-recording of such agreement shall be the same as if the agreement were a conveyance of real property.

**1-1-140 Separate Property**

- (1) The sole and separate property of married persons shall include all property of a husband or wife wherever located:
  - (a) Owned by him or her before marriage or acquired after marriage by either gift, bequest, devise or descent; or
  - (b) Acquired with the proceeds of his or her separate property.

**1-1-150 Separate Indian Property**

Property acquired by a person solely because of his or her status as an Indian person or the member of an Indian Tribe, including, without limitation, per capita payments by an Indian Tribe to a member of an Indian Tribe, and real property, wherever located, acquired before or during

marriage, either (a) acquired solely from per capita payments or other funds from the Tribe provided to the member of that Indian Tribe, or (b) held in trust by the United States for the Indian person.

### **1-1-155 Management, Control, and Disposition of Separate Property and Separate Indian Property.**

During the marriage, a party has the management, control and sole authority to dispose of his separate property including separate Indian property, and the separate property including separate Indian Property of one spouse shall not be liable for debts contracted for with the separate property of the other.

### **1-1-160 Community Property**

- (1) All property other than Separate Property and Separate Indian Property acquired after marriage by either husband or wife is community property. The income of all property, separate or community, is community property unless the conveyance by which it is acquired provides or both spouses, by written agreement specifically so providing, declare that all or specifically designated property and the income from all or the specifically designated property shall be the separate property of one of the spouses or the income from all or specifically designated separate property be the separate property of the spouse to whom the property belongs. Such property shall be subject to the management of the spouse owning the property and shall not be liable for the debts of the other member of the community.
- (2) Property conveyed by one spouse to the other shall be presumed to be the sole and separate estate of the grantee and only the grantor spouse need execute and acknowledge the deed or other instrument of conveyance notwithstanding the provisions of section 1-1-180; provided, however, that the income from such property shall not be the separate property of the grantee spouse unless this fact is specifically stated in the instrument of conveyance.

### **1-1-170 Management of Community Property**

Either the husband or the wife shall have the right to manage and control the community property, and either may bind the community property by contract, except that neither the husband nor wife may sell, convey or encumber the community real estate unless the other joins in executing and acknowledging the deed or other instrument of conveyance, by which the real estate is sold, conveyed or encumbered, and any community obligation incurred by either the husband or the wife without the consent in writing of the other shall not obligate the separate property of the spouse who did not so consent; provided, however, that the husband or wife may by express power of attorney give to the other the complete power to sell, convey or encumber community property, either real or personal.

### **1-1-180 Disposition of Property**

- (1) Unless there are compelling reasons otherwise, in the event a dissolution is granted, the Court shall dispose of the community property of the parties in substantially equal division in value or assign the property in such proportions as it deems just. In making its determination, the Court shall consider all the facts of the case and the condition of the parties.
- (2) If real property is involved in the disposition of property from a decree of dissolution, its disposition shall be consistent with the just apportionment of the property and may be assigned to either party either absolutely or for a limited period subject to future disposition by the Court or sold and the proceeds divided, provided that the court shall have no authority to order the sale or division of Indian Separate Property which shall remain the sole property of the member of the Tribe who acquired such Indian Separate Property.

## **CHILD CUSTODY JURISDICTION**

### **1-1-210 Purposes of this Sub-title - Construction of Provisions**

- (1) The general purposes of this sub-title are to:
  - (a) Avoid jurisdictional competition and conflict with courts of other jurisdictions in matters of child custody which have in the past resulted in child custody determinations with harmful effects on children's well-being;
  - (b) Promote cooperation with the courts of other jurisdictions to the end that a custody decree is rendered in the jurisdiction which can best decide the case in the interest of the child;
  - (c) Encourage child custody determinations which take into consideration the placement of Redding Rancheria children which ordinarily result in the best interest of those children;
  - (d) Assure that litigation concerning the custody of a child take place ordinarily in the jurisdiction with which the child and his or her family have the closest connection and where significant evidence concerning his or her care, protection, training, and personal relationships is most readily available, and that courts of this jurisdiction decline the exercise of jurisdiction when the child and his or her family have a closer connection with another jurisdiction;

- (e) Discourage continuing controversies over child custody in the interest of greater stability of home environment and of secure family relationships for the child;
  - (f) Deter abductions and other unilateral removals of children undertaken to obtain custody awards;
  - (g) Avoid relitigation of custody decisions of other jurisdictions in this jurisdiction insofar as feasible;
  - (h) Facilitate the enforcement of custody decrees of other jurisdictions;
  - (i) Promote and expand the exchange in information and other forms of mutual assistance between the courts of this jurisdiction and those of other jurisdictions concerned with the same child; and
  - (j) The need for continued contact with the child's tribal culture.
  - (k) Prevent the adverse effects found by Congress in ICWA findings, result from placement which separate Indian children from their culture.
- (2) This sub-title shall be construed to promote the general purposes stated in this section.

### **1-1-220 Definitions**

As used in this sub-title:

- (1) "Contestant" means a person, including a parent, who claims a right to custody or visitation rights with respect to a child;
- (2) "Custody determination" means a court decision and court orders and instructions providing for the custody of a child, including visitation rights; it does not include a decision relating to child support or any other monetary obligation of any person;
- (3) "Custody proceeding" means proceedings in which a custody determination is one of several issues, and includes child neglect and dependency proceedings;
- (4) "Decree" or "custody decree" means a custody determination contained in a judicial decree made in a custody proceeding, and includes an initial decree and a modification decree;
- (5) "Home Jurisdiction" means the jurisdiction of which the child was a member at the time of commencement of the case;

- (6) "Initial decree" means the first custody decree concerning a particular child;
- (7) "Modification decree" means a custody decree which modifies or replaces a prior decree, whether made by the Court which rendered the prior decree or by another court;
- (8) "Physical custody" means when a child resides with or is under the care and supervision of a parent or party;
- (9) "Person acting as parent" means a person, other than a parent, who has physical custody of a child and who has either been awarded custody by a court or claims a right to custody; and
- (10) "Recognized Custody Decree" means a custody decree of another jurisdiction that has been recognized by the Redding Rancheria Tribal Court pursuant to section 35 of this ordinance.
- (11) "Jurisdiction" means the Redding Rancheria, any state, territory, or possession of the United States, the Commonwealth of Puerto Rico, the District of Columbia, and any other federally recognized Indian Tribe.

#### **1-1-230 Jurisdiction**

- (1) Except as otherwise provided in this section, the Tribal Court has jurisdiction to make a child custody determination by initial or modification decree if:
  - (a) the Rancheria is the Home Jurisdiction of the child at the time of commencement of the proceeding; or
  - (b) it is in the best interest of the child that the Court assume jurisdiction because:
    - (i) the child and his or her parents, or the child and at least one contestant, have a significant connection with this jurisdiction; and
    - (ii) there is available in this jurisdiction substantial evidence concerning the child's present or future care, protection, training, and personal relationship; or
  - (c) the child is physically present in this jurisdiction and:
    - (i) the child has been abandoned; or
    - (ii) it is necessary in an emergency to protect the child because he or she has been subjected to or threatened with mistreatment or abuse or is otherwise neglected or dependent; or

- (d)
    - (i) it appears that no other jurisdiction would have jurisdiction under prerequisites substantially in accordance with paragraphs (1), (2), or (3) of this section, or another jurisdiction has declined to exercise jurisdiction on the ground that this jurisdiction is the more appropriate forum to determine the custody of the child; and
    - (ii) it is in the best interest of the child that the Tribal Court assume jurisdiction; or
  - (e) Jurisdiction exists under the Redding Rancheria Judicial or Family Code
- (2) Except under paragraphs (c) and (d) of subsection (1) of this section, physical presence in this jurisdiction of the child, or of the child and one of the contestants, is not alone sufficient to confer jurisdiction on the Court to make a child custody determination.
  - (3) Physical presence of the child, while desirable, is not a prerequisite for jurisdiction to determine his or her custody.
  - (4) The Tribal Court shall make a separate child custody order Jurisdictional Finding pursuant to this section.

**1-1-240 Notice and Opportunity to be Heard**

Before making a decree under this sub-title, reasonable notice and opportunity to be heard shall be given to the contestants, any parent whose parental rights have not been previously terminated, and any person who has physical custody of the child. If any of these persons is outside this jurisdiction or incarcerated, notice and opportunity to be heard shall be given pursuant to section 1-1-250.

**1-1-250 Notice to Persons Outside this Jurisdiction or Incarcerated -- Submission to Jurisdiction**

- (1) Notice required for the exercise of jurisdiction over a person outside this jurisdiction shall be given in a manner reasonably calculated to give actual notice, and may be:
  - (a) by personal delivery outside this jurisdiction in a manner prescribed for service of process within this jurisdiction;
  - (b) in the manner prescribed by the law of the place in which the service is made for service of process in that place in an action in any of its courts of general jurisdiction;

- (c) by any form of mail addressed to the person to be served and requesting a receipt; or
  - (d) as directed by the Court, including publication, if other means of notification are ineffective.
- (2) Notice shall be served, mailed, delivered, or last published at least twenty (20) days before any hearing.
  - (3) Proof of service outside this jurisdiction may be made by affidavit of the individual who made the service, or in the manner prescribed by the law of this jurisdiction, the order pursuant to which the service is made, or the law of the place in which the service is made. If service is made by mail, proof may be a receipt signed by the addressee or other evidence of delivery to the addressee.
  - (4) Notice is not required if a person submits to the jurisdiction of the Court.
  - (5) If the person is served under this subsection, the Tribal Court shall, upon application of the served party, grant a continuance to that party of not less than thirty (30) days to allow an opportunity to be heard.

**1-1-260 Simultaneous Proceedings in other Jurisdictions**

- (1) The Court shall not exercise its jurisdiction under this sub-title if at the time of filing the petition of proceeding concerning the custody of the child was pending in a court of another jurisdiction exercising jurisdiction substantially in conformity with this subtitle, unless the proceeding is stayed by the Court of another jurisdiction because the Tribal Court is a more appropriate forum or for other reasons. For purposes of this subtitle at the time of its enactment, other jurisdictions do not provide for exercising jurisdiction substantially in conformity with this subtitle.
- (2) Before hearing the petition, in a custody proceeding, the Court shall examine the pleadings and other information supplied by the parties under section 1-1-107 and shall consult the child custody registry established under section 37, concerning the pendency of proceedings with respect to the child in other jurisdictions. If the Court has reason to believe that proceedings may be pending in another jurisdiction it shall direct any inquiry to the jurisdiction court administrator or other appropriate official of the other jurisdiction.
- (3) If the Court is informed during the course of the proceeding that a proceeding concerning the custody of the child was pending in another jurisdiction before the Court assumed jurisdiction it shall stay the proceeding and communicate with the Court in which the other proceeding is pending to the end that the issue may be litigated in the more appropriate forum and that information be exchanged in accordance with sections 40 through 43. If the Court has made a custody decree before being informed of a pending


proceeding in a court of another jurisdiction it shall immediately inform that court of the fact. If the Court is informed that a proceeding was commenced in another jurisdiction after it assumed jurisdiction it shall likewise inform the other court to the end that the issues may be litigated in the most appropriate forum.

**1-1-270 Severability**

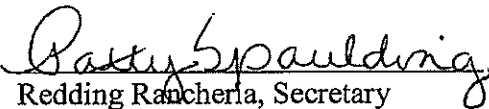
If any provision of this Ordinance is held by a court of competent jurisdiction to be held invalid, such provision shall be severed by operation of law, and shall not affect the validity of other provisions of the Ordinance.

**CERTIFICATION**

We, the undersigned duly elected officials of the Redding Rancheria, do hereby certify that the foregoing Ordinance was adopted at a duly called meeting of the General Council of the Redding with a quorum present on the 3 day of March, 2014, by a vote of 57 or, 1 against, 2 abstaining.

  
\_\_\_\_\_  
Redding Rancheria, Chairperson

Dated: 3/3/14

  
\_\_\_\_\_  
Redding Rancheria, Secretary

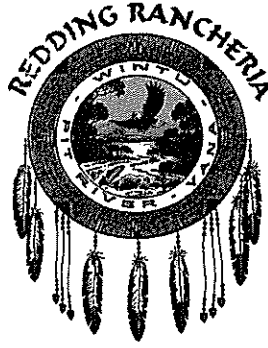
Dated: 3/3/14

**Present Council:**

1. Chairman – Jason Hart
2. Vice Chairperson – Jack Potter
3. Secretary – Patty Spaulding
4. Treasurer – Don Benner
5. Councilperson – Michelle Hayward
6. Councilperson – Jason Hayward, Sr.
7. Councilperson – Brian McCain
8. Alternate – Hope Wilkes
9. Alternate – James Hayward, Sr.
10. Alternate – Leon Benner

**REDDING RANCHERIA DOMESTIC RELATIONS ORDINANCE**  
**ADOPTED ON March 3, 2014**





**REDDING RANCHERIA  
TRIBAL COUNCIL RESOLUTION**

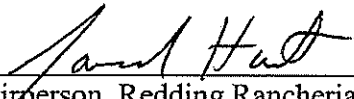
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**(PAGE 1 OF 2)**

- SUBJECT:** Recommendation to General Membership of Enactment of Domestic Relations Ordinance
- WHEREAS:** The Constitution of the Tribe, Article V, Section 3, reserves to the people of the Redding Rancheria the power to adopt ordinances on subjects not expressly referred to in the Constitution;
- WHEREAS:** Members of the Redding Rancheria desire to establish fair and equitable rules governing domestic relations including property rights of tribal members and persons with a significant relationship with the Redding Rancheria;
- WHEREAS:** Congress has found "that the States [including California] exercising their jurisdiction over Indian child custody proceedings through administrative and judicial bodies, have often failed to recognize the essential tribal relations of Indian people and the cultural and social standards prevailing in Indian communities and families";
- WHEREAS:** State court proceedings often fail to consider the importance of the tribe and its culture in domestic relations issues in general and in custody determinations in particular;
- WHEREAS:** The Tribal Council finds that the purposes stated in this Resolution are best achieved through exercising to the fullest extent of Tribal and federal law the sovereignty of the Redding Rancheria over the regulation of domestic relations within the Rancheria's jurisdiction, especially over Indian child custody proceedings involving Redding Rancheria member children, over separate Indian property, wherever located, and over property located on the Redding Rancheria;
- WHEREAS:** Enactment of the Redding Rancheria Domestic Relations Ordinance would result in achieving the aforementioned purposes stated in this Resolution.


THEREFORE BE IT RESOLVED, THAT: the Tribal Council of the Redding Rancheria hereby recommends to the General Membership the enactment of the Redding Rancheria Domestic Relations Ordinance.

#### CERTIFICATION

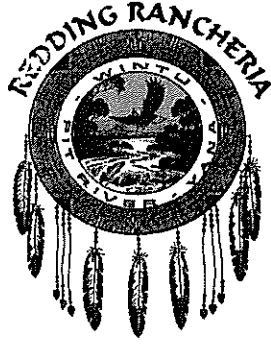
The foregoing Resolution was approved by a vote of 10 for, 0 against and 0 abstentions, at a duly called meeting of the Tribal Council of the Redding Rancheria, at which a quorum was present, this 25 day of February 2014.

  
\_\_\_\_\_  
Chairperson, Redding Rancheria  
Tribal Council

2-25-14  
Date

  
\_\_\_\_\_  
Secretary, Redding Rancheria  
Tribal Council

2-25-14  
Date



**REDDING RANCHERIA  
GENERAL MEMBERSHIP RESOLUTION**

001-03-03-14  
(PAGE 1 OF 2)

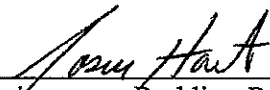
- SUBJECT:** General Membership Enactment of Domestic Relations Ordinance
- WHEREAS:** The Constitution of the Tribe, Article V, Section 3, reserves to the people of the Redding Rancheria the power to adopt ordinances on subjects not expressly referred to in the Constitution;
- WHEREAS:** Members of the Redding Rancheria desire to establish fair and equitable rules governing domestic relations including property rights of tribal members and persons with a significant relationship with the Redding Rancheria;
- WHEREAS:** Congress has found "that the States [including California] exercising their jurisdiction over Indian child custody proceedings through administrative and judicial bodies, have often failed to recognize the essential tribal relations of Indian people and the cultural and social standards prevailing in Indian communities and families";
- WHEREAS:** State court proceedings often fail to consider the importance of the tribe and its culture in domestic relations issues in general and in custody determinations in particular;
- WHEREAS:** The Tribal Council has found that the purposes stated in this Resolution are best achieved through exercising to the fullest extent of Tribal and federal law the sovereignty of the Redding Rancheria over the regulation of domestic relations within the Rancheria's jurisdiction, especially over Indian child custody proceedings involving Redding Rancheria member children, over separate Indian property wherever located, and over property located on the Redding Rancheria;
- WHEREAS:** Enactment of the Redding Rancheria Domestic Relations Ordinance would result in achieving the aforementioned purposes stated in this Resolution;

WHEREAS: The Tribal Council has recommended that the General Membership enact the Redding Rancheria Domestic Relations Ordinance;

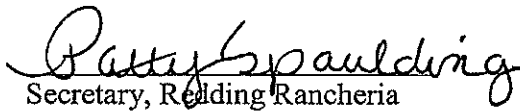
THEREFORE BE IT RESOLVED, THAT: the General Membership of the Redding Rancheria hereby enacts the Redding Rancheria Domestic Relations Ordinance.

**CERTIFICATION**

The foregoing Resolution was approved by a vote of 57 for, 1 against and 2 abstentions, at a duly called meeting of the General Membership of the Redding Rancheria, at which a quorum was present, this 3 day of March 2014.

  
\_\_\_\_\_  
Chairperson, Redding Rancheria  
Tribal Council

3-3-14  
Date

  
\_\_\_\_\_  
Secretary, Redding Rancheria  
Tribal Council

3-3-14  
Date