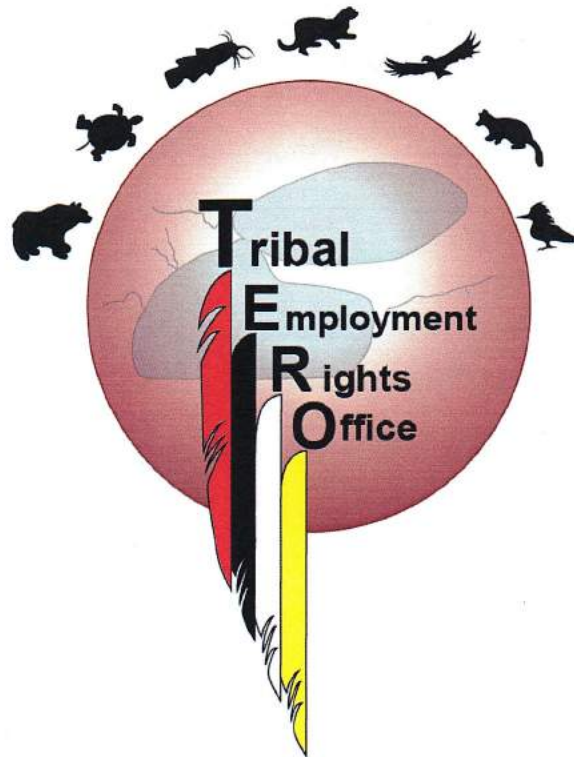


Red Lake Nation



Tribal Employment Rights Ordinance

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RED LAKE NATION TRIBAL EMPLOYMENT RIGHTS ORDINANCE

I. GENERAL PROVISIONS

A. Legislative Finding and Purpose

The powers to regulate trade and commerce and levy taxes on the aboriginal lands within its Reservation boundaries are aspects of the retained sovereignty of the Red Lake Band of Chippewa Indians. The Red Lake Band of Chippewa Indians is a sovereign Indian tribe recognized by the United States and governed pursuant to the revised Constitution and Bylaws ratified on October 14, 1958 and approved by the Acting Secretary of the Interior on November 10, 1958. Pursuant to its revised Constitution and Bylaws, the Red Lake Tribal Council is the only legitimate governing body of the Red Lake Band of Chippewa Indians. This Ordinance is enacted pursuant to the inherent sovereign tribal powers expressly delegated to the Tribal Council in Article IV, Sec. 3 of the Red Lake Band of Chippewa Indians Constitution.

The Ordinance itself is designed to promote tribal sovereignty and protect the social and economic well being of the Red Lake Reservation and its people. The chronic history of outside interference in the Red Lake Community has left it with an unemployment rate many times greater than the national average and a totally dilapidated economy. While the Federal Government has a legal and moral responsibility to correct these problems, history has shown that such improvements will not happen without direct action by the tribe itself. Federal employment assistance programs have shown themselves to be virtually useless tools for resolving long term economic problems. The Red Lake Band is, therefore, exercising its sovereign authority to develop and implement this ordinance which grants a preference in employment, contracting and subcontracting to local Indian people. By so doing, the Red Lake Band is attempting to ensure that moneys appropriated for the benefit of Chippewa Indians remain on the Red Lake Reservation and that local Indian people obtain jobs and income from projects on the Reservation.

B. Definition

The following definitions apply throughout this Ordinance, except where inconsistent definitions are expressly set forth:

1. **“Administrator”** means the presiding officer of the Tribal Employment Rights Office of the Red Lake Band of Chippewa Indians.
2. **“Certified Firm”** means an entity certified, pursuant to Subsection III of this Ordinance, as eligible for the preference in the awarding of contracts and subcontracts provided for in Subsection III of this Ordinance.

3. **“Covered Contract”** means any contract, subcontract, or other agreement to supply services, labor, or materials for a total of \$5,000.00 or more where the majority of the work on the contract or subcontract will occur within exterior boundaries of the Red Lake Reservation. The term “covered contract” includes those contracts, subcontracts, or other agreements which the Director determines to be a series of related transactions between the same parties for the same project or purpose within any twelve (12) month period.
4. **“Covered Employer”** means any employer employing two or more employees who, during any 30-day period, spend, cumulatively, more than 24 hours performing work within the exterior boundaries of the Red Lake Reservation. The federal government and its agencies and subdivisions are not covered employers. State and tribal governments, their agencies and subdivisions, and all entities owned or operated by a state or a tribe is covered employers. Contractor grantees of tribal or state governments who otherwise meet this definition are covered employers.
5. **“Covered Entity”** means any entity other than the United States, and its agencies and subdivisions. Entities owned and operated by a state or tribe or their subsidiaries are covered entities except with respect to contracts for the purchase of goods or supplies.
6. **“Director”** means the Director of the Tribal Employment Rights Office.
7. **“Employee”** means any person, employed for remuneration.
8. **“Employer”** means any person, partnership, corporation or other entity that employs, for remuneration, two or more employees.
9. **“Employment within the Red Lake Reservation”** means any position in which the employee spends more than six hours per month performing work within the exterior boundaries of the Red Lake Reservation.
10. **“Entity”** means any person, partnership, corporation, joint venture, government, governmental enterprise, receiver, assignee, trustee in bankruptcy, trust, estate, firm, club, company, joint stock company, business trust, municipal corporation, association, society, political entity, any group of individual acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise, or any other natural or artificial person or organization. The term “Entity” is intended to be as broad and all encompassing as possible to ensure this Ordinance’s coverage overall employment and contract activities within the jurisdiction of the Red Lake Band of Chippewa Indians, and the term shall be so interpreted by the TERO Director and the Tribal Courts.

11. **“Indian”** means any individual who is an enrolled member of an Indian tribe recognized by the United States. “Indian Tribe” includes any Indian, Eskimo, or Aleut tribe, band, village, community, pueblo, or organization.
12. **“Local Indian”** means any Indian as defined in B-11 who has resided within the original boundaries of the Red Lake Reservation for not less than the preceding 60 days.
13. **“Office” or “TERO Office”** means the Tribal Employment Rights Office established pursuant to this Ordinance.
14. **“Sham”** Means somebody who pretends to be something that he or she is not.
15. **“Reservation”** means the Red Lake Reservation, including all lands within the exterior boundaries of the Red Lake Reservation, regardless of ownership of such lands.
16. **“Tribal Council” or “Council”** means the Red Lake Tribal Council, established pursuant to Article IV, Sec. 1 of the Constitution and Bylaws of the Red Lake Band of Chippewa Indians, as governing body of the tribe.
17. **“Tribal Member” or “Member”** means an individual Indian who is duly enrolled in the Red Lake Band of Chippewa Indians.
18. **“Tribe”** means the Red Lake Band of Chippewa Indians. Throughout this Ordinance, words in the singular shall include the plural, and words in the plural shall include, the singular, unless the context requires otherwise. Throughout this Ordinance, words in one gender shall include all other genders.

C. Scope of Coverage

This Ordinance shall apply to all areas within the exterior boundaries of the Red Lake Reservation and to all other lands subject to the Jurisdiction of the Red Lake Band of Chippewa Indians. It shall be binding on all covered employers as to all employment within the Red Lake Reservation, and on all covered entities as to all covered contracts. Such employers and entities are covered regardless of whether their headquarters or principle place of business is on or off the Reservation, and regardless of whether they were already engaged in commerce on the Reservation on the date of enactment of this Ordinance or first engaged in commerce on the Reservation after the date of enactment.

D. Sovereign Immunity

1. The Red Lake Band of Chippewa Indians, and all its constituent parts, including the Tribal Employment Rights Office, Director, Staff established pursuant to this Ordinance, are immune from suit in any jurisdiction except to the extent that such immunity has been expressly and unequivocally waived by the Tribe or the United States. Nothing in this Ordinance shall be construed as waiving the sovereign

immunity of the Red Lake Band of Chippewa Indians or any of its constituent parts, including but not limited to the Tribal Employment Rights Office, Director, Staff, except that after exhaustion of administrative remedies as provided herein, a party aggrieved by a decision of New Beginnings Executive Director may appeal to the Red Lake Tribal Court as provided herein and may pursue the appeal in the Red Lake Tribal Court and the Red Lake Appellate Court pursuant to the Red Lake Tribal Law, as amended. Nothing in this Ordinance, and no enforcement action taken pursuant to it, including the filing of a petition in the Tribal Court, shall constitute a waiver of sovereign immunity of the tribal official with respect to any elected Tribal Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official powers of any such office, either as to any counterclaim, regardless of whether the counterclaim arises out of the same transaction or occurrence, or in any other respect.

2. Notwithstanding any provision of this Ordinance, the Red Lake Tribal Court is not granted jurisdiction over the Tribe, or any elected Tribal Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official powers of any such office except as specifically provided for in this Ordinance.

E. Tribal Employment Rights Office and Director

1. The Director of the Tribal Employment Rights Office shall be appointed by the New Beginnings Executive Director, with the approval of the Tribal Council. The Director shall have primary responsibility for day-to-day oversight of the operation of the Tribal Employment Rights Office and its employees, and shall represent the office in enforcement hearings before the New Beginnings Executive Director. The Director shall report directly to the New Beginnings Executive Director and the Tribal Council.
2. The Director shall have authority to hire staff in accordance with the Red Lake Band of Chippewa Indians personnel policies and procedures, to expend, with New Beginnings Executive Director approval, funds appropriated by the Tribal Council, to obtain and expend, subject to prior approval by the Tribal Council and the New Beginnings Executive Director, funds from federal, state, or other sources to carry out the purposes of this ordinance.
3. The Director, with the approval of the New Beginnings Executive Director, may appoint a member of the Office staff or other tribal staff member or official, who is not a member of the New Beginnings Executive Director, to serve as Acting Director during the absence of the Director.
4. The Director shall submit a monthly report jointly to the New Beginnings Executive Director, who will give the Tribal Council a Quarterly Report. The report shall include the following information:

- a. A cumulative list identifying each entity that has submitted a Contracting and Subcontracting Preference Compliance Plan for a covered contract;
- b. Whether each entity listed pursuant to subsection (a) which is performing realty improvements of any kind within the Red Lake Indian Reservation has paid the Employment and Contracting Rights fee or posted bond in lieu thereof, and the amount of the fee or bond;
- c. Whether each entity listed pursuant to subsection (a) which is performing realty improvements of any kind within the Red Lake Indian Reservation has been issued a Reservation Construction Permit;
- d. For each entity listed pursuant to subsection (a) the date on which work commenced under the covered contract;
- e. A list of all entities which have submitted an Employment Preference Compliance Plan;
- f. An up-dated list of all entities which have received Employment Preference Compliance certification; and
- g. An up-dated summary description of all complaints filed with the TERO and their status (including an interim investigation report) or deposition (including findings made).

F. Collection of Fees

1. The fee provided for in Subsection G-1-a is due and shall be paid in full by the contractor prior to commencing work on the Reservation, unless other arrangements are agreed to, writing, by the Director, pursuant to Subsection G-2.

The Director shall immediately notify any delinquent party of the fee, the percentage, the specific amount due, if known the date due and the possible consequences if the contractor fails to comply. Said notice shall be accompanied by a formal notice of fees due. However, failure to receive the notice shall not relieve the contractor of his obligation to pay the fee.

If the contractor fails to pay the fee by the day it commences work on the Reservation, interest shall began accruing on that date at the rate of 18% per annum, compounded daily. Further, as soon as possible following the day on which the contractor commences work, the Director shall send a notice to the contractor by registered mail, informing him that his payment is overdue and of the consequences that will result of the fee is not paid immediately.

If the fee is not paid by the 15th day after the contractor commenced work, the Director shall file a formal charge of non-compliance, and shall schedule a TERO Director hearing to be held in five days or as soon thereafter as the TERO Director can meet, and shall inform the contractor of the scheduled hearing.

At the hearing, to be held whether or not the contractor attends, the TERO Director shall determine whether the contractor has failed to comply. If it finds non-compliance, it shall:

- a. Impose penalties of up to 10% of the amount due; and
- b. Petition the Tribal Court to uphold the decision of the TERO Director and to enforce it through confiscation proceedings as provided for in Subsection I-L-14.

Where the Director has reasonable cause to believe that an employer will flee the jurisdiction before the procedures set out above can be completed, they may apply any of the procedures provided for in Subsections I-L-5 and I-L-13, notwithstanding the above procedures.

2. The fee provided for in this Subsection shall be paid by the contractor prior to commencing work on the Reservation. However, where good cause is shown, the Director may authorize the contractor to post a bond in the amounts of the fee payable to the Tribal Employment Office.
3. The Director shall permit any contractor which is wholly owned and controlled by the Tribe to pay the fee in installments over the course of the contract performance.

G. Contracting Rights Construction Fees

1. In order to raise revenue for the operation of the Tribal Employment Rights Office, an employment rights fee is hereby imposed as follows:
 - a. Fee of \$50 on all prime contractors performing realty improvements of any kind within the Red Lake Indian Reservation and of three percent (3%) upon the total gross receipts of prime contractors for performing realty improvements of any kind within the exterior boundaries of the Red Lake Indian Reservation. The fee shall be imposed upon the total gross receipts including all labor and materials without any deduction for-cost of services or labor purchased, amounts paid for interest or discounts, costs of the property sold, cost of materials used, or any expenses, whatsoever, nor may any deduction be allowed for losses.
 - b. The primary liability for the fee imposed by this Subsection shall lie with the prime contractor. A subcontractor shall be subject to the fee

on his subcontract only to the extent that the prime contractor has failed to pay the fee on the prime contract under which the subcontract is issued.

2. The Director shall permit any contractor which is wholly owned and controlled by the Tribe to pay the fee in installments over the course of the contract performance.

H. Reports and Monitoring

All entities engaged in any aspect of business activity on the Reservation shall submit reports and such other information as is requested by the Tribal Employment Rights Office.

I. Complaints

1. Non-Compliance by an Entity

Any person or entity or representative of a person or entity, or class thereof, which believes that a covered employer has failed to comply with this Ordinance, or which believes that the person or entity has been discriminated against by any covered employer because the person or entity is Indian, may file a complaint with the Director.

2. Non-Compliance by Tribal Employment Rights Office

Any person or entity or representative of a person or entity, or class thereof, which believes that an action of the TERO Office is in violation of this Ordinance, the procedures and guidelines of the TERO Office, tribal or federal law or regulation, may file a complaint with the Director.

J. Complaint Procedures

The TERO Office shall be responsible for carrying out the purposes of this ordinance, and shall have the power to impose contract and subcontract preference requirements which provide preference to Indian owned firms, and to establish and operate a system for certifying firms as eligible for such preference. The TERO Director shall promulgate and enforce such written procedures and guidelines as are necessary to carry out the provisions of this Ordinance and the orderly performance of the TERO Office.

K. Investigations

Pursuant to a complaint or upon his own initiative, the Director or any Field Compliance Officer designated by the Director shall make such public or private investigations as he or she deems necessary to determine whether any covered employer or other entity has violated any provision of this Ordinance, or any procedure, regulation, guideline, or order hereunder, or to aid in prescribing procedures and guidelines hereunder. The Director or his

delegate may enter, during business hours or as otherwise authorized pursuant to Procedures Subsection I-L-10, the place of business or employment of any entity for the purpose of such investigations, and require the covered employer or entity to submit such reports as he deems necessary to monitor compliance with the requirements of this Ordinance or any procedure, guideline or order hereunder.

L. Procedures Following the Filing of a Complaint

Once a complaint has been filed, the ensuing rules, as detailed in the Ordinance Procedures are followed:

- 1.** The Director or any Field compliance officer designated by the Director has the power to require testimony and production of records. See Procedures Subsection I-J.
- 2.** The Director has the power to seek to achieve an informal settlement of an alleged violation of this Ordinance or procedures, guidelines or orders issued pursuant to it. See Procedures Subsection I-E.
- 3.** The Director has the power to dismiss the complaint. See Procedures Subsection I-F.
- 4.** If an informal settlement is not reached, then the Director shall issue a formal notice of alleged violation, which shall also advise the covered employer or entity of his rights to request a compliance hearing. See Procedures Subsection I-G.
- 5.** The Director may in his discretion require the party requesting the hearing to post a bond with the TERO Office. See Procedures Subsection I-G-2.
- 6.** The compliance hearing shall be conducted by the New Beginnings Executive Director. See Procedures Subsection I-I (i).
- 7.** Pre-Hearing Procedures for Compliance Hearings. See Procedures Subsection I-J.
- 8.** Compliance Hearing Procedures. See Procedures Subsection I-K.
- 9.** If the Director determines that an alleged violation has occurred, then the New Beginnings Executive Director may impose sanctions. See Procedures Subsections I-G-O.
- 10.** A finding of irreparable harm, such that the Director may petition the Tribal Court for injunctive relief, shall be made only upon a showing that damage will occur that cannot be adequately remedied through the payment of monetary damages. See Procedures Subsections I-I-2.

- 11.** An appeal to Tribal Court may be taken from any final decision of the New Beginnings Executive Director by any party adversely affected thereby, except as otherwise expressly provided. See Procedures Subsection I-I-2.
- 12.** If the TERO Director's order is upheld by the Tribal Court on appeal, or if no appeal is sought within 20 days from the date of the respondent's receipt of the TERO Director's order, the TERO Director shall petition the Tribal Court and the Tribal Court shall grant such orders as are necessary and appropriate to enforce the orders of the TERO Office and the sanctions imposed by it.
- 13.** At any stage in the enforcement process, the TERO Director may petition the Tribal Court attach and hold sufficient property of the party to secure compliance or for such other relief as is necessary and appropriate to protect the rights of the TERO Director and other affected parties. See Procedures Subsection I-I-2.
- 14.** If the respondent fails to pay monetary damages imposed on it or otherwise fails to comply with an order of the TERO Office or the Tribal Court, the TERO Director may petition the Tribal Court to order the confiscation and sale of respondent's property as is necessary to ensure payment of said monetary damages or to otherwise achieve compliance. See Procedures Subsection I-I-2.

II. TRIBAL EMPLOYMENT RIGHTS OFFICE PROGRAM

The TERO Office shall be vested with the federal authority to implement the policy of Indian Preference in employment and contracting as established by the RLTC. The TERO Director shall have the specific duty and responsibility of engaging in the daily implementation of the provisions set forth in this Ordinance and any provisions pertaining to the TERO policies established by the TERO Director Supervisory authority over the TERO staff be vested in the TERO Director who has direct responsibility to the RLTC. The TERO Director shall prepare line item budgets for the operation of the TERO Ordinance, oversee expenditures of the TERO program, and present any and all claims of noncompliance with this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines promulgated by the TERO Office.

The TERO Program staff shall have the following authority, duties, and responsibilities:

- A.** To develop and maintain in an updated status a register setting forth the names and addresses of Indian – owned firms certified for Indian Preference by the TERO Office together with an identification of the respective areas of work in which such firms are considered qualified.
- B.** To develop and maintain a plan for coordination and dissemination of the certification register to all covered employers and to potential future employers.
- C.** To develop and maintain a plan for dissemination of this Ordinance, and/or guidelines, established by the TERO Director to all covered employers and to all governmental entities letting contracts or grants for work to be done at job – sites located on the Red Lake Reservation and Tribal Trust Land.
- D.** To ensure compliance by covered employers with any all reporting requirements as prescribed by this Ordinance, supplementary ordinances, rules, regulations, and/or guidelines established by the TERO Director.
- E.** To enter into formal negotiations with representatives of any employer in an effort to resolve on an informal, voluntary basis, any claims of non-compliance with the requirements set forth in this Ordinance, supplementary ordinance, rules, regulations, and/or guidelines set by the TERO Director.
- F.** To inspect any all non-privileged information set forth in books and records maintained by any covered employer for the purpose of ensuring continued compliance thereby with the requirement set forth in this Ordinance, supplementary ordinance, rules regulations, and/or guidelines set by the TERO Director.
- G.** To conduct on-site inspections at any time during the actual operation of the business of any covered employer for the purpose of monitoring compliance with the requirements of this Ordinance, supplementary ordinances, rules and regulations, and/or guidelines set by the TERO Director and to speak with any contractor, sub-

contractor, employer or employee on-site so long as such conversation does not unreasonably interfere with the operation of the business.

- H.** To review applications for Indian Preference certification (together with any and all supporting documentation), to conduct whatever investigations are deemed necessary or required in relation to any application's qualifications, and to submit to the TERO Director written analysis and recommended disposition of such application.
- I.** To initiate proceedings before the TERO Director for the purpose of suspending or revoking Indian Preference certification of a firm when changed circumstances so warrant.
- J.** To secure additional funding from alternative sources: (e.g. Federal and/or State funding sources, private and public agencies), if necessary for the continued adequate functioning of the TERO Program.
- K.** To implement and maintain a tribal hiring pool from which covered employers shall select and employ qualified Indians to fill employment positions.
- L.** To establish hiring goals and timetables setting forth the number of qualified Indians a covered employer must employ within its work force, during any year, by skill area or job classification.
- M.** To require covered employers to establish and maintain a job training or apprenticeship programs for the purpose of assisting Indians to become qualified in the various craft skill areas or job classifications used by such employers, and for the purpose of increasing the pool of Indians qualified to engage in the various employment positions available on the Red Lake Reservation and Tribal Trust Land.
- N.** To prohibit covered employers from instituting or utilizing job qualification criteria and/or personnel requirements which, in effect, serve as barriers to employment of Indians, unless such criteria can be demonstrated to be required by business necessity?
- O.** To enter into negotiated agreements with labor unions for the purpose of ensuring union compliance with the requirements which, in effect serve as barriers to employment of Indians, unless such criteria can be demonstrated to be required by business necessity.
- P.** To work in conjunction (and possibly enter into cooperative agreements) with Federal, State, and local agencies whose regulations provide for the policy of Indian Preference in employment and in contracting, for the purpose of attempting to coordinate the respective Indian Preference requirements, monitoring efforts, and sanctioning activities to the greatest extent possible, subject to the approval of the Tribal Council.

- Q.** To assume the full power and authority of the TERO Director in emergency situations or under exigent circumstances (e.g. immediate action must be taken to prevent further substantial harm resulting from a specific case of noncompliance, or when it is impossible to secure determination of the TERO Director) at the discretion of the TERO Program staff provided, however, that any such action taken by the TERO Program staff shall be deemed temporary, pending review and determination by the TERO Director within a period not to exceed five (5) working days from the date of which such emergency action was taken.
- R.** To take such actions and engage in such other activities as are deemed necessary to achieve the purposes and objectives inherent in the policy of Indian Preference in employment and contracting.

III. INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING

A. Contracting And Subcontracting Preference Requirements

1. Contracting and Subcontracting Preference Requirements

Every covered entity awarding any contract or subcontract, in the amount of \$5,000 or more, where the majority of the work on the contract or subcontract will occur within the exterior boundaries of the Red Lake Reservation, including but not limited to contracts or subcontracts for supplies, services, labor and materials, shall give preference in contracting and subcontracting in the order of priority established in Subsection III-A-2 to qualified entities that are certified by the TERO Office as 51% or more Indian owned and controlled, so long as there are certified firms that are technically qualified and willing to perform the work at a reasonable price, as defined in Subsection III-A-8.

If the covered entity determines that certified firms lack the qualifications to perform all of the work required under a contract or subcontract, the entity shall make a good faith effort to divide the work so that certified firms can qualify for at least a portion. A list of firms certified as Indian preference eligible by the TERO Office may be obtained from the Tribal Employment Rights Office.

2. Priority of Contracting and Subcontracting Preference

Except as provided in Subsection III-A-3, contracting and subcontracting preference provided in this Ordinance shall be given according to the following priority:

1st Priority: First preference shall be given to firms certified by the TERO Office pursuant to Section III-B as being 100% owned by the Red Lake Band of Chippewa Indians.

2nd Priority: Second preference shall be given to firms certified by the TERO Office pursuant to Section III-B as being 51% or more owned and controlled by enrolled members of the Tribe.

*When a 10% bidding variance preference is required. See Amendment-Resolution No. 44-13.

3rd Priority: Third Preference shall be given to firms certified by the TERO Office pursuant to Section III-B as being 100% owned and controlled by Indians who are married to enrolled members of the Tribe.

4th Priority: Fourth preference shall be given to firms certified by the TERO Office pursuant to Section III-B as being 51% or more owned and controlled by Indians who are married to enrolled members of the Tribe.

5th Priority: Fifth preference shall be given to firms certified by the TERO Office pursuant to Section III-B as being 100% owned and controlled by local Indians.

6th Priority: Sixth preference shall be given firms certified by the TERO Office pursuant to Section III-B as being 51% or more owned and controlled by local Indians.

7th Priority: If no Indian preference certified firms are available, Indian/non-Indian joint ventures approved by the TERO Office shall be given preference over wholly non-Indian owned firms or wholly non-Indian joint ventures.

3. Compliance with Applicable Federal Law

If any requirement of this Ordinance is inconsistent with applicable requirements of federal law or regulations, the latter shall take precedence. This does not apply to priority of contracting and subcontracting or Indian preference in employment in contracting and subcontracting.

4. Contracting and Subcontracting Preference Compliance Plan

- a. Every covered entity, contractor, and subcontractor intending to engage in a business activity on the Reservation must, prior to the time it commences work on the Reservation, submit a contracting and subcontracting compliance plan to the Office. No covered entity, contractor or subcontractor may commence work on the Reservation until it has met with the Director or his delegate and has developed an acceptable plan for meeting its obligations under these regulations. See Procedures III-A-1.

5. Responsibility for Compliance

The covered entity letting the contract shall be responsible for the compliance with these regulations by all its contractors and subcontractors; provided, that if the entity letting the contract is the United States, the Tribe, or any agency or subdivision thereof, the prime contractor shall be responsible for such compliance. See Procedures III-A-2.

6. Requirements in Contracting

Preference shall be given to certified firms, in the priority established in III-A-2, in the award of all covered contracts. An entity may select its contractor in any manner or procedure it so chooses; provided that:

a. Competitive Award

If the entity uses competitive bidding or proposals, competition shall be limited to certified firms, as provided herein. Preference in award among certified firms shall be in the priority established in III-A-2. If the entity is unsure if there are any technically qualified certified firms, it may first publish a notice asking certified firms to submit to Statement of Intent, along with evidence sufficient to establish their technical qualifications. If the entity fails to receive any Statement of Intent from a technically qualified certified firm, it may, so after so notifying the Office, advertise for bids or proposals without limiting competition to certified firms, and may award the contract to the low bidder.

If only one technically qualified certified firm submits a bid or Statement of Intent, the entity may, after so notify the Office, advertise for bids or proposals without limiting competition to certified firms. However, the one technically qualified certified firm shall be entitled to meet the lowest bid acceptable to the employer and, in such case, shall be awarded the contract.

b. Negotiated Award

If the entity selects its contractor through negotiation or other informal process, it may not enter into a contract with a firm outside the priority established in III-A-2 unless it has contacted every certified firm in the III-A-2 priority group in the relevant field and has determined that there is no technically qualified firm in that priority group available to perform the work at a reasonable price as defined in Subsection III-A-8. So long as a priority firm meets the minimum threshold qualifications and the reasonable price requirement, no non-priority firm may be selected.

7. Requirements in Subcontracting

a. General Requirements

Preference in the priority established in Subsection III-A-2 shall be given to certified firms in the award of all covered subcontracts. The contractor may select its subcontractors in any manner it so chooses; provided that:

1) Competitive Award

If any entity uses competitive bidding or proposals, competition shall be limited to certified firms, as provided herein. Preference in award among certified firms shall be in the priority established in Subsection III-A-2. If the entity is unsure if there are any technically qualified certified firms, it may first publish a notice asking certified firms to submit a Statement of Intent, along with evidence sufficient to establish their technical qualifications. If the

contractor fails to receive any Statement of Intent from a technically qualified certified firm, it may, after so notifying the Office, advertise for bids or proposals without limiting competition to certified firms, and may award the subcontract to the lowest bidder.

If only one technically qualified certified firm submits a bid or Statement of Intent, the entity may, after so notifying the Office, advertise for bids or proposals without limiting competition to certified firm shall be entitled to meet the lowest bid acceptable to the employer and, in such case, shall be awarded the contract.

2) Negotiated Award

If the contractor selects its subcontractor through negotiations or other informal process, it may not enter into a contract with a firm outside the priority established in Subsection III-A-2 unless it has contacted every certified firm in the III-A-2 priority group is not a technically qualified firm in that priority group available to perform the work required at a reasonable price as defined in Subsection III-A-8. So long as a priority certified firm meets the minimum threshold qualifications and the reasonable price requirement, no non-priority firm may be selected.

b. Special Requirements for Construction Subcontracting

All covered entities awarding construction contracts shall comply with the following special requirements in the award of subcontracts:

- 1)** The bid notice shall require that each bidder submit, as part of its bid, a subcontract plan as provided for in Subsection III-A-4. Because, pursuant to that Subsection, no prime contractor shall be permitted to commence work on the Reservation unless it has an approved subcontracting plan, it is in the contract-awarding entity's self-interest to declare as non-responsive or non-responsible any bidder who fails to submit a satisfactory plan. The subcontract price information for each bidder shall be made available to the office and shall be used to ensure that a contractor has not engaged in bid shopping as a means to discourage certified firms or to force them to accept a subcontract at an unreasonably low price.
- 2)** It shall be illegal for any contractor or bidder to engage in bid shopping. Bid shopping is any practice involving or comparable to the contacting of different subcontracting firms, informing them that a competitor has underbid them, but offering them an opportunity to underbid the competitor. Any contractor

found to have engaged in bid shopping shall be prohibited from engaging in work on the Reservation or, if engaged in work, shall be liable for treble damages for any losses suffered by a certified firm as a result of the contractor's bid shopping practices. The Office reserves the right to require any contractor to demonstrate that a reasonable relationship exists between the dollar amount of a proposed subcontract and the reasonable costs of supplies, materials, and labor.

- 3) The contractor shall not be prohibited from requiring that a subcontractor provide some form of security. However, if a subcontractor bonding requirement has been imposed and an Indian firm is unable to obtain a bond, the prime contractor must permit the Indian subcontractor to provide another adequate form of security. Acceptable bonding alternatives include no bond required on amounts up to \$25,000, surety bonds, cash bonds up to 25% held in escrow by a bank, increased retainers up to 25% instead of normal, letter of credit for 100% letter of credit for 10% with cash monitoring system, other options to be considered as they arise. The final decision on whether an alternative form of security is sufficient shall rest with the TERO Director Subcontract to the low bidder. If only one technically qualified certified firm submits a bid or Statement of Intent, the entity may, after so notifying the Office, advertise for bids or proposals without limiting competition to certified firms. However, the one technically qualified certified firm shall be entitled to meet the lowest bid acceptable to the employer and, in such case, shall be awarded the contract.

No entity may reject a priority firm as established in Subsection III-A-2 on the grounds that price is not reasonable and subsequently contract with a non-priority firm at the same or higher price. Any contract modification executed between an entity and a lower priority firm during the course of a project, which results in a higher price, will be subject to review by the Office to assure that the modification in price is justified and not a violation of this Subsection. Refusal of a covered entity to award a contract by competitive bidding or negotiation for a price in excess of the prototype cost ceiling established pursuant to Subsection III-A-8, of the covered entity or of any federal or state agency funding the project, shall not be deemed a violation of this contract without substantial modification to a noncertified firm at or below such estimate. Any entity found to have violated this requirement by such circumvention shall be liable for treble

damages for any losses suffered by a certified firm as a result of the entity's actions.

8. Responsibility for Evaluating Technical Qualifications and Reasonable Price

a. Technical Qualifications

Each covered entity, contractor and subcontractor shall have sole discretion to determine technical qualifications of prospective bidders upon any contract it proposes to award. If the entity determines any certified firm not to be technically qualified, the entity must provide, on request, to each certified firm it rejects, a description in writing, of areas in which it believes the firm is deficient and steps it could take to upgrade its qualifications.

If a certified firm disqualified on the ground of lack of technical qualification believes that the disqualification was the result of an improper effort by an entity, contractor, or subcontractor to circumvent its preference responsibilities under this Ordinance, the certified firm may file a complaint with the Director. The complaint shall be filed within 20 days after the firm was notified of its non-qualification. The burden shall be on the complaining firm to demonstrate that it is qualified and that its disqualification was the result of an effort to circumvent this Ordinance. The complaint and subsequent proceedings shall be governed by Subsections I-i through L-14.

b. Reasonable Price

An entity may use any process it chooses for determining what constitutes a reasonable price, including, but not limited to, competitive bidding (open or closed), private negotiations, or the establishment of a prototype cost ceiling before bidding or negotiations commence. However, subject to the provisions of Subsections III-A-6 and III-A-7, before an entity may reject all technically qualified certified firms on the basis of price, it must enter into price negotiations with one such firm if a reasonable price can be negotiated.

9. Operation Under the Contract or Subcontract

Once an entity enters into a contract or subcontract with a certified firm, the Office will not intervene in any way in the relationship between the parties unless a certified firm demonstrates that action taken against it was intended primarily to circumvent the requirements of this Ordinance.

B. Criteria and Procedures for Certifying Firms as Indian Preference Eligible

1. General Statement of Policy

The Indian contract preference requirements of this Ordinance are one tool for promoting the economic development of the Reservation. When used properly, Indian preference in contracting can assist the development of Indian businesses and thereby assist the Tribe and its members to achieve economic self-sufficiency. However, if the preference is abused it will undermine this development and discredit the preference tool. The Tribes policy is basically the policy of the federal government that Indian preference should be used carefully to further the interests of legitimate Indian firms. Allowing an Indian “sham” organization to perform any federal, state or tribal contract pursuant to Indian preference both frustrates federal and tribal preference policy and prevents a legitimate Indian organization from performing the same contract. Because of this, it is the policy of the Tribe to require that an applicant for Indian contract preference certification provide rigorous proof that it is a legitimate Indian-owned and controlled firm. Thus, any company seeking a business license to do business on the Reservation as an Indian firm pursuant to any state, federal or tribal Indian preference law must apply to the TERO Office for certification and be approved by the TERO Director prior to receiving a business license and/or the benefits of Red Lake Indian preference laws.

Rigorous criteria are necessary and appropriate for all Indian contract preference programs. Neither the Tribe nor the Indian Community benefits from the establishment of “Sham” Indian firms, while the certification of such firms undercuts the credibility of the Tribes Indian preference program. An Indian firm or individual that is unable, on its own, to qualify as the prime contractor on a large project has other options open to it besides participating in the development of a sham firm. For example, the firm or individual can seek work at the subcontractor or employee level and benefit from the Tribes requirement that preference be given to Indian subcontractors and employees.

The procedural requirements for certification provide that applications shall be reviewed by the staff of the Tribal Employment Rights Office, which shall request any additional information it believes appropriate. It will then submit the application, along with its recommended findings, to the New Beginnings Executive Director. The New Beginnings Executive Director shall review the application and findings, interview the principals of the firm, request additional information as appropriate, and then make a determination on whether certification should be granted. The firm will have a right of appeal to the Tribal Court. The Tribal Court shall reverse the decision only if it finds that the decision was arbitrary or capricious.

2. Criteria for Indian Contract Preference Certification

To receive certification as a firm eligible for Indian contracting and subcontracting preference, an application must satisfy all of the criteria set out in this Subsection.

a. Ownership

1) Formal Ownership

Such ownership must be embodied in the firm's organic documents, such as its stock ownership or partnership agreement. Ownership includes:

- a)** Financial ownership—i.e., the Indian owner owns 51% or more of the firm's assets and equipment, will receive 51% or more of the firm's assets upon dissolution, and will receive 51% or more of the profits; and
- b)** Control—i.e., the 51% or more ownership interest of the Indian owner provides a majority of voting rights or other decisional authority, and all decisions of the firm are to be made by a majority vote except where otherwise required by law.

2) Value

The documents must provide that the Indian owner will receive a greater share of the profits, in whatever form and under what ever name, such as through management fees, equipment rental fees, or bonuses tied into profits; otherwise certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that the Indian owner receive 51% or more of the profits.

3) Profit

The documents must provide that the Indian owner will receive 51% or more of all profits. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent that the Indian owner receive 51% or more of the profits.

b. Management and Control

- 1)** The firm must be under significant Indian management and control. The firm must be able to demonstrate that one or more of the

Indian owners is substantially involved, as a Senior Level Official, in the day-to-day management of the firm as his primary employment activity. The Indian owner does not have to be the “Chief Executive Officer.” However, her must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm’s activities to be accountable to the Tribe for the firm’s activities. This provision may be waived if:

- a) The firm is 100% Indian-owned and the Chief Executive officer is the spouse or parent of the owner (s), and the majority of the employees are Indian; or
- b) The firm is modeled on a publicly held corporation such that it is owned by ten or more persons, is at least 70% Indian-owned, the Chief Executive Officer and the highest salaried employee in the firm are Indian, and majority of the employees are Indian.

c. Integrity of Structure

There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion the TERO Office will consider the factors set out below. The TERO Director shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program and in questionable cases shall deny certification. The TERO Office should consider:

1) History of the Firm

Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Indian preference program, and in particular whether the firm, a portion of the firm, or key actors in the firm originally were associated with a non-Indian-owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or by merging with an Indian firm;

2) Employees

Whether key non-Indian employees of the applicant are former employees of the non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant; and whether Indians are employed in all

or most of the positions for which qualified Indians are available. A high percentage of non-Indians employees in such positions will provide reason to believe the firm was established primarily to benefit non-Indians;

3) Relative Experience and Resources

Whether the experience, expertise, resources, etc., of the non-Indian owner is so much greater than that of the Indian owner that there is little sound business reason for the non-Indian owner to accept a junior role in the firm other than to be able to take advantage of the Indian preference program.

d. Brokers

Brokers will be certified only if they are dealers who own, operate, or maintain a store, warehouse, or other establishment in which the commodities being supplied are bought, kept in stock, and sold to the public in the usual course of business; provided, that this requirement shall not apply where the firm demonstrates that it is customary and usual in the trade for a broker not to maintain an establishment and to keep the commodities in stock.

In addition to meeting the above requirements, a firm seeking preference as a local Indian firm under Subsection III-A-2 must demonstrate that it is 51% or more owned and operated by a federally recognized Indian individual who has lived on the Red Lake Indian reservation for at least the previous 60 days.

Firms owned and operated by the Red Lake Band of Chippewa Indians or its subsidiaries shall automatically receive local Indian preference certification under the provisions of Subsection III-A-2 and the above provisions of Subsection III-B-3 (a)–(e) apply to such a firm.

3. Certification Procedures

a. Application for Certification

A firm seeking certification as an Indian preference eligible firm shall submit a completed application to the office on a form which may be obtained at the Office. Office staff will be available to assist a firm in filling out the application. Within 21 days after receipt of a completed application, the staff shall review the application, request such additional information as it believes appropriate, conduct such investigations as it deems appropriate, and submit an analysis and recommended disposition to the New Beginnings Executive Director. The 21-day period shall be stayed during the time any request for additional information is outstanding. Copies of the analysis and recommended disposition shall be kept confidential and shall not be made

available to the applicant or any other party. When it is so required, the Office may extend the processing period by an additional 21 days, by sending notification of the extension to additional 21 days, by sending notification of the extension to the applicant by registered mail. Within 15 days of receipt of the office's analysis and recommended disposition, the New Beginnings Executive Director shall hold a hearing on the application shall hold a hearing on the application, posting notice of the hearing time at the Tribal Office, another public place on the Reservation, and the TERO Office at least five days prior to the hearing. Only the Indian owner of the firm shall be present at the hearing; provided, that any other party wishing to present information to the TERO Director shall be entitled to do so, by requesting, no less than one day prior to the hearing, an opportunity to participate. A party may not be represented by counsel. Hearings shall be conducted as provided for in Subsections I-L-7 through I-L-9 to the extent those Subsections are not inconsistent with this Subsection.

b. Probationary Certification

An applicant granted certification shall be issued a one-year probationary certificate. During that period, the TERO Office staff and the TERO Director shall monitor the firm's activities to ensure that the firm is operating in the manner described in its application. During the probationary period, the office and the TERO Director shall have the right to request and receive such information and documents as they deem appropriate.

c. Final Certification

At the end of the probationary period the TERO Director, after receiving recommendations from the Office staff, shall either:

- 1) Grant full certification;
- 2) Continue the probationary period for up to six months; or
- 3) Deny certification

d. Withdrawal of Certification

From the information provided in reports required by this ordinance and any rules, regulations, and guidelines of the TERO Program, on the basis of a written grievance filed by any other firm or person, or on its own initiative, the Office may initiate proceedings to withdraw or suspend the certification of any firm. The Office shall prepare an analysis and recommend disposition for the New Beginnings Executive Director and shall send the firm notice, by registered mail, that its certification is being examined, along with the grounds therefore. The TERO Director shall then set a date for a hearing,

which shall be held within 21 days after it receives the analysis and recommended disposition from the Office. At the hearing, the Director and Office staff shall present the case for suspension or withdrawal, and the hearing shall be conducted as set out in Subsections I-L-7 through I-L-9. After the hearing, the TERO Director may:

- 1) Withdraw certification;
- 2) Suspend certification for up to one year;
- 3) Put the firm on probation; and/or
- 4) Order that corrective action be taken within a fixed period.

A firm that has had its certification withdrawn may not reapply for a period of one year.

e. Change in Status and Annual Reports

Each certified firm shall report to the office, in writing, any changes in its ownership or control status within 60 days after such changes have occurred. Each certified firm, on the anniversary of its receipt of permanent certification, shall update the information provided in its initial application on an Annual Report form provided by the Office. Failure to provide information pursuant to these requirements shall constitute grounds for withdrawal of certification.

C. Indian Preference in Employment in Contracting and Subcontracting

1. Employment Preference required

All covered employers for all positions involving employment within the Red Lake Reservation, shall give preference to qualified Indians in the order of priority established in Subsection III-C-2, in all hiring, promotion, layoffs, and all other aspects of employment. Such employers shall comply with all applicable procedures, guidelines, and orders of the Tribal Employment Rights Office. The requirements of this Ordinance shall not apply to any direct employment by the federal, state, or Red Lake Tribal governments or their agencies or subdivisions, but shall apply to all contractors or grantees of such governments who meet the definition, of covered employer in Section I and to all non-tribally owned entities chartered by the Red Lake Band of Chippewa Indians that meet the definition of covered employer in Subsection I-B.

2. Priority of Employment Preference

Except as provided in Subsection III-C-3 the employment preference provided for in this Ordinance shall be given according to the following priority:

- 1st Priority:** First preference shall be given to enrolled members of the Tribe.
- 2nd Priority:** Second preference shall be given to Indians who are married to enrolled members of the Tribe.
- 3rd Priority:** Third preference shall be given to local Indians.

3. Employment Preference Compliance Plan

Every covered employer must submit an acceptable employment preference compliance plan to the Tribal Employment Rights Office. No new employer may commence work on the Reservation until it has met with the Director or his delegate and developed an acceptable plan for meeting its obligations under this Ordinance. See Procedures III-B-1.

4. Key, Regular, Permanent Employee and Regular, Permanent Employees

Key, regular, permanent employees and regular, permanent employees may be employed on the project whether or not they are tribal members or local Indians. Prior to commencing work on the Reservation, a prospective covered employer shall identify key, regular, permanent employees and regular, permanent employees. See Procedures III-B-2.

5. Civil Sanctions for Hiring Violations

Any person who is found to be employed by a covered employer in violation of this Ordinance shall be summarily removed from the job, and the employer shall be subject to such additional sanctions as the TERO Director may impose pursuant to Subsection I-L-9. In imposing sanctions under this Subsection, the New Beginnings Executive Director shall consider such factors as whether:

- a.** The violation was unintentional;
- b.** The employer acted quickly to remove the employee at issue; and
- c.** The employer has not been cited for hiring violations in the past.

6. Termination

Within a particular craft or position classification, so long as the remaining workers meet the threshold qualifications for the position, termination shall be made as follows: non-Indians first, then non-local Indians regardless of the tribes of which they are members, then local Indians. Further, if the employer lays off by crews, transfers of workers entitled to preference in accordance with Subsection III-C-2 shall be made between crews, so that the foregoing order of termination is observed.

7. Job Qualifications, Personnel Requirements and Religious Accommodation

A covered employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Indians and which are not required by business necessity. See Procedures III-B-3.

8. Promotion

Covered employers shall comply with the preference priorities established in Subsection III-C-2 in considering employees for all promotion opportunities and shall encourage tribal members and local Indians to seek such opportunities. For all supervisory positions filled by anyone other than local Indian, the employer shall file a report with the Office stating which local Indians, if any applied for the job, the reasons why they were not given the job, and what efforts were made to inform local Indian employees about the opportunity.

9. Retaliation

No employer shall punish, terminate, harass, or otherwise retaliate against any employee or other person who has exercised his rights under this Ordinance or has assisted another in doing so. See Procedures III-B-4.

TRIBAL COUNCIL

Organized April 18, 1918

(Revised Constitution and By-Laws, January 6, 1959)

RED LAKE BAND of CHIPPEWA INDIANS

Phone 218/679-3341

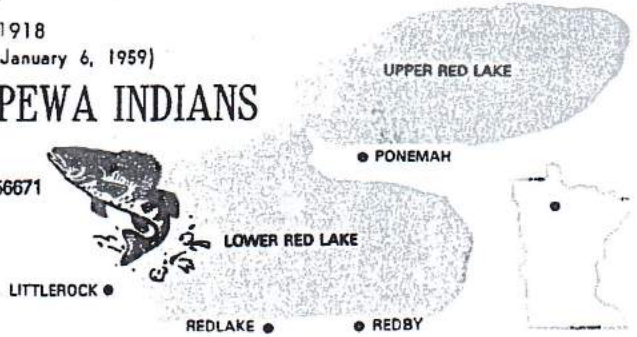
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ADVISORY COUNCIL
7 HEREDITARY CHIEFS

LEGAL COUNSEL
EDWARDS, EDWARDS, BOOIN
DULUTH, MINNESOTA



RESOLUTION NO. 231-88

BE IT RESOLVED, that the Red Lake Tribal Council hereby approves the Red Lake Tribal Employment & Contracting Rights Ordinance, identified as Ordinance No. 1-88, and the Business Licensing Ordinance, identified as Ordinance No. 2-88, as presented by Robert Pirtle and Fran Ayer, which Ordinances are attached hereto and made a part of this Resolution.

RESOLVED FURTHER, that these Ordinances are approved with the understanding they are subject to further review and amendment.

FOR: 8
AGAINST: 1
ABSTAIN: 0

We do hereby certify that the foregoing resolution was duly presented and enacted upon at the Regular Meeting of the Tribal Council held on Thursday, September 22, 1988, with a quorum present at the Tribal Headquarters, Red Lake, Minnesota.

Roger A. Jourdain
Roger A. Jourdain, Chairman

Royce Graves, Sr.
Royce Graves, Sr., Secretary

— RED LAKE ENTERPRISES —

Red Lake Indian Sawmills (73 Years) / Red Lake Cedar Fence Plant / Chippewa Arts & Craft Shop
Red Lake Housing Industry / Red Lake Fishing Industry (60 Years) . . . Home of the Famous Red Lake Walleyes

RED LAKE BAND
of CHIPPEWA INDIANS
RED LAKE NATION HEADQUARTERS



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DARRELL G. SEKI, SR., Treasurer

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ALLEN PEMBERTON
ROMAN "DUCKER" STATELY
DONALD J. "DUDIE" MAY
WILLIAM "BILLY" GREENE
RICHARD BARRETT, SR

ADVISORY COUNCIL:
7 HEREDITARY CHIEFS

PO Box 550, Red Lake, MN 56671

Phone 218-679-3341 • Fax 218-679-3378

RESOLUTION NO. 170-12

Upon a motion by Representative May and second by Representative Nelson, the following was enacted:


WHEREAS, the Red Lake Tribal Council is the governing body of the Red Lake Band of Chippewa Indians; and

WHEREAS, in 1988, the Red Lake Tribal Council enacted the Tribal Employment Rights Ordinance by Resolution No. 231-88; and

WHEREAS, it is necessary to revise this Ordinance to reflect current practices and strengthen our laws; now

THEREFORE BE IT RESOLVED, the Red Lake Tribal Council hereby approves of the revised Tribal Employment Rights Ordinance as attached by this Resolution.

We do hereby certify that the foregoing resolution was duly presented and enacted upon at the Regular Meeting of the Tribal Council held on Tuesday, August 14, 2012, with a quorum present, at the Red Lake Nation Headquarters, Red Lake.


FLOYD JOURDAIN, JR., CHAIRMAN


DON R. COOK, SR., SECRETARY

RED LAKE BAND
of CHIPPEWA INDIANS
RED LAKE NATION HEADQUARTERS



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RICHARD BARRETT, SR.

ADVISORY COUNCIL:
7 HEREDITARY CHIEFS

PO Box 550, Red Lake, MN 56671

Phone 218-679-3341 • Fax 218-679-3378

RESOLUTION NO. 44-13

The RED LAKE BAND OF CHIPPEWA INDIANS TRIBAL COUNCIL HEREBY AMENDS THE TRIBAL EMPLOYMENT RIGHTS ORDINANCE No. 170-12.

Upon a motion by Representative May and second by Representative Barrett, the following was enacted:

WHEREAS, the Red Lake Tribal Council is the governing body of the Red Lake Band of Chippewa Indians; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 3 of the Constitution and Bylaws to enact ordinances which promote and protect the health and welfare of the Red Lake Nation and its members; and

WHEREAS, the existing Tribal Ordinance No. 170-12, does not include percentage of preference for the 1st and 2nd priority of bidding preference in Red Lake Nation Tribal Employment Rights Ordinance (TERO) when bidding Federal funded contracts – i.e. (USDA, Rural Development, EDA, Economic Development Administration EPA, Environmental Protection Agency) and

WHEREAS, this amendment shall apply only to conditions that may affect the award of a Federal grant or loan.

NOW, THEREFORE, BE IT ENACTED, the Red Lake Band of Chippewa Indians Tribal Council hereby amends Tribal Ordinance No. 170-12 to state: When Bidding on Contracts with funding provided by the USDA Rural Development, EDA Economic Development Administration or any other Federal Government Department that will not recognize the Tribal priority of contracting and subcontracting preference, there will be a 10% bidding variance preference given to the 1st & 2nd priority Contractor or Subcontractor in ordinance No. 170-12. In the event that there are more than one 1st or 2nd priority contractors or subcontractors that meet this criteria the contract/subcontractor with the lowest responsible bid will be awarded the contract.

BE IT FURTHER ENACTED That the variance preference of 10% for the purpose of awarding contracts is to promote Red Lake Nation businesses and Contractors.

BE IT FINALLY ENACTED, that the 2012 TERO Ordinance 170-12 amendment shall be effective immediately.

TRIBAL COUNCIL Organized April 18, 1918 (Revised Constitution & By-Laws, January 6, 1959)

CHIEF COUNCIL OF 1889: May-dway-gwa-no-nind, Nah-gaun-o-gwon-abe, Mays-co-co-caw-ay, Ahnah-me-ay-ge-shig, Naw-ay-tah-wowb; Nah wah-quay-ge-shig

RED LAKE BAND
of CHIPPEWA INDIANS
RED LAKE NATION HEADQUARTERS



OFFICERS:
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RICHARD BARRETT, SR.

ADVISORY COUNCIL:
7 HEREDITARY CHIEFS

PO Box 550, Red Lake, MN 56671

Phone 218-679-3341 • Fax 218-679-3378

RESOLUTION NO. 44-13
PAGE 2

FOR : 6
AGAINST : 0

We do hereby certify that the foregoing resolution was duly presented and enacted upon at the Regular Meeting of the Tribal Council held on Tuesday, March 12, 2013, with a quorum present, at the Red Lake Nation Headquarters, Red Lake.

FLOYD JOURDAIN, JR., CHAIRMAN

DON R. COOK, SR., SECRETARY