

RESOLUTION NO. **76-2019**
OF THE GOVERNING BODY OF THE
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION
PEACH SPRINGS, ARIZONA

AMENDMENT TO TERO ORDINANCE 01-80

WHEREAS, our people are the greatest resource of the Hualapai Tribe. It is important that factors contributing to Health, Happiness, Peace of Mind and Self-confidence be in effect on the Reservation. No other factor is more important than the assurance of a job commensurate to the abilities of each person. Like all other Reservation resources, whether extracted from the land or added on by construction. The maximum amount of benefit should accrue to the Tribe in terms of both Tribal income and individual job income; and

WHEREAS, Indians have unique and special employment rights on their Reservations, and the Hualapai Tribal council has the inherent sovereign power, obligation to pass laws to implement and enforce those special rights on behalf of Indians; and

WHEREAS, Indians are also entitled to the protection of the laws that the Federal Government has adopted to combat employment discrimination, and the Hualapai Tribal Council should play a role in the enforcement of those laws; and

WHEREAS, the Hualapai Tribal Council established the Hualapai Tribal Employment Rights Office (TERO) in 1980 by adopting Ordinance 01-80.

NOW THEREFORE BE IT RESOLVED, that the Hualapai Tribal Employment Rights Office has worked on making amendments to Ordinance 01-80 which involved the tribal departments and community members for their input .

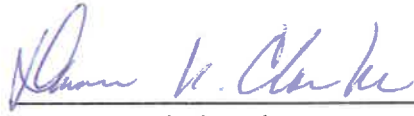
BE IT FURTHER RESOLVED, that the Hualapai Tribal Council hereby approves the amendments to Ordinance 01-80.

BE IT FURTHER RESOLVED, that Resolution No.66-94 which supersedes Resolution No. 32-85, Resolution No. 62-86 and Resolution No. 75-91, is hereby rescinded as the contents are included in the amendments to Ordinance 01-80.

BE IT FINALLY RESOLVED, that this amendment supersedes all previous amendments to Ordinance 01-80.

CERTIFICATION

I, the undersigned as Chairman of the Hualapai Tribal Council hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom **(8)** constituting a quorum were present at a **Regular Council meeting** held on this **6th day of April 2019**; and that the foregoing resolution was duly adopted by a vote of **(8) for, (0) opposed, (0) abstain, (1) excused**, pursuant to authority of Article V, Section (a) of the Constitution of the Hualapai Tribe approved March 13, 1991.



Damon R. Clarke, Chairman
HUALAPAI TRIBAL COUNCIL

ATTEST:



Shanna Salazar, Admin. Assistant
HUALAPAI TRIBAL COUNCIL

HUALAPAI EMPLOYMENT RIGHTS OFFICE

T.E.R.O



TERO ORDINANCE
HUALAPAI TRIBE
P.O. BOX 179
PEACH SPRINGS AZ 86434
1-928-769-2216 EXT. 108
1-928-769-1191 FAX

TRIBAL EMPLOYMENT RIGHTS OFFICE

TERO

P.O. Box 179

Peach Springs AZ 86434

PHONE 928-769-2216 EXT 108 Fax 928-769-2343

Welcome.

The Tribal Employment Rights Office (TERO) is a central reference point for all private employment on the Hualapai Indian Reservation.

We assist individuals in all phases of the employment process. This includes assisting employers in locating qualified Hualapai men and women. We require that all employers contact our office for all their employment needs. Your specific job requirements will be matched with individual qualifications.

The individual and or the employer will be issued a referral slip as proof that he or she is the individual to be assigned to that project.

We request that you hire only those individuals who have been issued a referral slip, text, or email from the TERO office stating the name or names of the individuals assigned to the project for work.

To enable TERO to effectively execute its duties and to provide you with assistance, we request the following information prior to commencing work on the Hualapai Indian Reservation

- 1) The prime company contractor for this project including a list of all subcontractors/or suppliers, if any, types of work to be performed, and the key employees by name, title and duration of time and individuals for this project.
- 2) A list of employment needs, approximate number and type of labors, operators, needed etc.
- 3) Bona fide minimum occupational requirements to fill a position.
- 4) Approximate start date, duration of work and days of scheduled work hours.
- 5) After commencement of work, certified payroll records are to be submitted on a weekly basis.

A compliance plan is required to commencing any work on the Hualapai Reservation.

Failure to provide this data will only generate uncertainty and confusion for all parties involved. The TERO will monitor this project and will be available to assist you in meeting your employment obligations.

TRIBAL EMPLOYMENT RIGHTS OFFICE

TERO

P.O. Box 179

Peach Springs AZ 86434

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TERO NOTICE

To: All contractors, subcontractors, employers, and contract award agencies located or engaging in commercial business or employment activity on the Hualapai Indian Reservation.

NOTICE IS HERBY GIVEN THAT THE Hualapai Indian Tribe has a Tribal Employment Rights Ordinance (TERO) in effect which requires Indian preference in all construction employment, other employment, training and contracting on the Hualapai Indian Reservation.

BE ADVISED that the ordinance require a 5% of the total construction contract amount as a one-time Employment Administration fee on each construction contract performed on the Hualapai Indian reservation, made payable to the Hualapai Finance Department 1-928-769-2216.

ALL CONTRACTORS AND/OR SUBCONTRACTORS ARE URGED TO CONTACT THE HUALAPAI TERO OFFICE FOR FULL INFORMATION PRIOR TO BIDDING OR PERFORMING WORK ON THE HUALAPAI INDIAN RESERVATION.

CONTACT: Bobby Havatone, TERO Director

NOTE: Any contractor or subcontractor not submitting a compliance plan agreement will be denied the right to commence work or continue any work in progress until said plan is submitted reviewed and approved by the TERO Department.

TRIBAL EMPLOYMENT RIGHTS OFFICE

TERO

P.O. Box 179

Peach Springs AZ 86434

PHONE 928-769-2216 EXT 108 Fax 928-769-2343

EMPLOYER COMPLIANCE PLAN (CONTRACTOR AND SUB-CONTRACTOR)

TRIBAL EMPLOYMENT RIGHTS OFFICE

STATEMENT:

Jobs in the private employment sector are an important resource on the Hualapai Indian Reservation, thus the Hualapai Indian Tribe is committed to securing such jobs for its members and local Indians as they become available. Furthermore, the Hualapai Tribe asks that contractors/sub-contractors use (1) the Hualapai Tribal member or (2) head of house-hold married to a Hualapai enrolled member next all other (3) Indian's of a federally recognized reservation (4) all other non-Indians. When developing a project within the exterior boundaries of the Hualapai Indian Reservation.

AUTHORITY:

Pursuant to the authority delegated to it under Article I of the Hualapai Labor code. Hualapai TERO requires all covered employers to agree to this approved Compliance Plan prior to commencing work on the Hualapai Indian Reservation. Furthermore, Hualapai TERO reports quarterly to the U.S.E.E.O.C., has adopted and abides by federal laws, including Title VII of the Civil Rights Act of 1964 and 1991, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, and Sections 501 and 505 of the Rehabilitation Act of 1973.

REQUIREMENTS:

1. Use of local man/woman when filing with preference sub-contractor must follow the preference priority stated in the first paragraph under the statement.
2. Submit a copy of the certified payroll of all employees for the project at the beginning of the next following Monday after a payday
3. Utilize the e-verify system of the U.S. citizenship and immigration services (or any equivalent or successor system) to guarantee employment eligibility for all employees and provide related documentation upon request. This requirement ensures that tribal employment opportunities is not displaced illegally
4. Prior to construction, the Hualapai TERO office requests to have all the information listed below:
 - TERO tax fee to be paid
 - Contract and/or scope of work
 - Construction schedule
 - State of Arizona and surrounding states registered contractor license and insurance documents
 - Inspections from the TERO office to be unannounced
 - Compliance with all applicable TERO ordinance laws

EMPLOYMENT RIGHTS ORDINANCE
OF THE
HUALAPAI TRIBE

ORDINANCE NO.

Welcome Letter

TERO Notice

TERO Guidelines

Section 1. Declaration of Policy and Publications of Ordinance

Section 2. Definitions

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Section 21. Revised Water Fee, Aggregate Fee, Camping Fee, Storage Fee

Section 22. Future

Section 23. Future

Section 24. Future

Section 25. Future

Section 1. Declaration of Policy and Publication of Ordinance

The TERO Office shall notify all employers of the Ordinance and their obligations to comply. All bid announcements issued by any Tribal, Federal, State, or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with this Ordinance and all rules, regulations and orders of the TERO Office. All tribal agencies responsible for issuing business permits for Hualapai Indian Reservation activities or otherwise engaged in activities involving contact with prospective employers on the Hualapai Indian Reservation shall be responsible for advising such prospective employers of their obligations under this Ordinance and rules, regulations, and orders of the TERO Department.

The TERO Office shall send a copy of the Ordinance to every employer operating on the Hualapai Indian Reservation.

As a guide to the interpretation and application of this Ordinance. The public policy of the Hualapai Tribe is declared to be as follows:

Section 2: Definitions

- **BUSINESS**: shall mean all activities or acts, personal, corporate or, engaged in with the object of profit, gain, benefit, or advantage, directly, wholly or in part, within the exterior boundaries of the Hualapai Tribal Reservation excluding BIA facilities and Public Schools.
- **TERO COMMISSION**: shall mean the duly appointed Hualapai Indian Tribes Employment Rights Commission.
- **CONSTRUCTION CONTRACT**: shall mean any contract for the construction, repair, or maintenance of any Facility, building, road, or any other infrastructure such as utilities, and other structures within the exterior boundaries of the Hualapai Tribe Reservation.
- **DIRECTOR**: shall mean the duly appointed TERO Director of the Hualapai Tribe by the Tribal Council.
- **INDIAN**: shall mean a person who is a member from a federally recognized tribe with a Certificate of Indian Blood.
- **LOCAL**: shall mean an Indian enrolled with the Hualapai Tribe.
- **PERSON**: shall mean a natural individual, corporation, partnership, association, company, agency (public, private, or governmental), institution or other identifiable entity. "Person" will also include the Hualapai Indian Tribe and enterprises.
- **TRIBE**: shall mean the Hualapai Tribe.
- **TRIBAL COUNCIL**: shall mean the Tribal Council of the Hualapai Tribe.
- **INDIAN PREFERNCE**: shall mean the policy requiring a preference in hiring and in all other terms and conditions of employment in favor of Hualapai Tribal members and other American Indians and Native Alaskans in accordance with applicable law.

- ON OR NEAR RESERVATION: shall mean within the boundaries of the Hualapai Indian Reservation.
- QUALIFIED INDIAN: shall mean an enrolled Hualapai Tribal Member, a spouse of a Hualapai member and other American Indians and Native Alaskans.
- QUALIFIED INDIAN-OWNED FIRM: shall mean a business entity of any type, which meets the bona fide qualifications set forth in a request for proposal or bids.
- RESERVATION: shall mean the exterior boundaries of the Hualapai Reservation.
- TERO BYLAWS: shall mean the approved By-Laws of the Hualapai Tribal Council.
- TRIBAL ADMINISTRATION: shall mean the Tribal Administrative Office and its personnel.
- TRIBAL EMPLOYEE: shall mean an employee of the Hualapai Tribe, employed either by Tribal Administration or by one (or more) of the Tribal Enterprises.
- TRIBAL ENTERPRISES: shall mean Grand Canyon West Corporation and its various entities, and other entities that are now or may be established and operated directly by the Hualapai Tribe.
- Tribal Member: shall mean an enrolled member of the Hualapai Tribe.
- TRIBAL MEMBER PREFERENCE: shall mean preference in hiring enrolled members of the Hualapai Tribe.
- EEOC: shall mean the Equal Employment Opportunity Commission of the United States.
- INDIAN OWNED BUSINESS: shall mean a business entity of which Indians own at least 51%.
- OFCCP: shall mean the Office of Federal Contract Compliance Program of the United States.
- COMMUNITY: shall mean Hualapai Indian Community.
- COURTS: shall mean Hualapai Tribal Courts.
- CONTRACTOR OR SUBCONTRACTOR: shall mean any employer that performs construction related services of directly or indirectly supervises others to perform construction related services. For this purpose of this ordinance, " construction related services " means constructing, altering, repairing, rehabilitating or demolishing any building, highway, road, or other structure, project, development or improvement.
- COMPLIANCE PLAN: shall mean an employer has a written plan indicating how the employer will comply with the Indian preference requirements of this Ordinance.
- COMPLIANCE ORDER: shall mean the Director's written notice to an employer, or community corporation, of a violation of this Ordinance.
- KEY EMPLOYEE: shall mean an employee who is in a top supervisory position or performs a critical or highly specialized functions such that an employer would likely risk financial damage or loss if that task were assigned to a person unknown to the employer.
- FEMALE WORKERS- Since you may have female workers on your crew. It is advisable for you to meet with entire (all) crew(s) at the beginning of the job to make it clear sexual harassment will not be tolerated during work

hours. Their conduct should be “strictly work-related”. Harassment includes, but is not limited to jokes or “joking” remarks about the opposite sex, touching, of any kind, “passes” during working hours; threats regarding job retention or advancement if sexual favors are granted. Dissimilar treatment of employees based on sex or sexual preference. Female workers should not be sheltered or given work any different from men.

- EMPLOYEE RELATIONS- We expect employers to follow their personnel policies however; we request that the employer, if experiencing any type of problem with referred tribal members, call the TERO office. The TERO office will take action in employees file; determine whether to meet with employee; discuss with supervisor or superintendent; and if needed work out a resolution. If you wait too long to get us involved, and we receive a formal complaint from the employee, the situation becomes much more difficult to solve, as facts are lost when memory fails after a period of time. The one exception is that we request you to not take final termination steps without first notifying TERO.
- PAY DAY SCHEDULES- TERO workers will recite their pay on the same day as the employer’s core crew and key employees. All employees must receive their paycheck for the previous week’s work hours, no later than the end of the workday every Thursday or Friday. (whichever may be the last working day of the week for the employer)
- DISCRIMINATION- If a TERO referred worker feels they have been discriminated because they are Indian and have been treated unfairly by the employee of employer representatives. They may file a complaint with TERO. The complaint must be employment related.
- Cultural discrimination: means when an individuals from a different background or culture follows his/her rules truly but are hated by other people because of their different lifestyle.
- Culture- Is what gives Indian people their identity and uniqueness as people. The prime/general contractor will be held responsible for their subcontractors actions and may face sanctions for failure to meet requirements of this section of the TERO Agreement.
- CERTIFIED PAYROLL REPORTS- All contractors and subcontractors must submit a weekly-certified payroll report. Certified payroll reports submitted to the contracting agency will not satisfy this requirement. Payroll reports must contain the name, address, social security number, classification/title, hourly rate, over-time rate, number of regular and over-time hours worked that pay period and deductions for each worker the employer has on the project. Failure to submit certified payroll reports on a weekly basis will constitute grounds for possible sanctions against the employer.
- Certified Application as an Indian Preference firm for 51% ownership will need to fill out for Indian Preference Application for jobs on the Hualapai Indian Reservation.
- Referrals out of the TERO office will only be accepted for employment all others will have to be referred to the TERO office for employment placement.
- A 3 non-Indian to 1 Hualapai enrolled, married to an enrolled Hualapai Indian, head of house hold on the Hualapai Indian Reservation, children of a enrolled Hualapai Tribal member, then all other Indians from a federally recognized tribe.

Section 3: Indian Preference in Employment

A three (3) to one (1) ratio work force; 1 enrolled Hualapai or head of household, married to an enrolled Hualapai Indian, head of a house on the Hualapai Indian Reservation, children of a enrolled Hualapai Tribal member, then all American Indians from a federally recognized tribe.

Employers shall give preference in the award of sub-contracts to tribally owned and other Indian-owned firms and enterprises. An Indian-owned firm is one that has qualified as such under the BIA Self-Determination regulations. The office shall maintain a list of such firms and the employer shall make use of said list. Employers shall not be required to take any extraordinary measure on their own to identify or locate Indian-owned enterprises.

Minimum numerical goals and timetables for the employment of Indians. The office will establish the minimum number of Indian persons that each employer must employ on its work force during any year that its employees work on the reservation in order for that employer to comply with its Indian Preference obligations.

Section 4: Indian Preference in Contracting

- All entities awarding contracts or subcontracts for supplies, services, labor, and materials in an amount of a \$1.00 or more where the majority of the work on the contract or subcontract will occur within the exterior boundaries of the Hualapai Indian Reservation.
- Shall give preference in contracting and subcontracting to qualified entities that are certified by the Director of TERO as 51% or more Indian owned as controlled, with first preference to Hualapai enrolled member or married to an enrolled member of the Hualapai Tribe.

Section 5: Unions

Employers with collective bargaining agreements shall be required to obtain written agreement from all signatory unions, stating the union will comply with the Tribe's Indian Preference requirements, before the employer will be permitted to commence work on the reservation. Such agreements are subject to the approval of the Office. The union must agree to give absolute preference to Indians in referral, regardless of which union referral list they are on; To cooperate with the Tero Office ; and to establish mechanisms so that Indians do not have to travel great distances on a regular basis, to retain their place on the union lists (this would involve phone or mail registrations, or a union sub-office on the reservation); to establish journeyman upgrade and advanced apprenticeship programs; to indenture and refer only Indian apprentices to the Employer; to blanket into the union all Indians who qualify for journeyman status and who wish to join the union; and to meet such other requirements as the office may deem necessary to carry the Tribe's Indian Preference Program.

The office's participation in written agreement with a union in no way constitutes official tribal recognition of the union or tribal endorsement of any recruiting activities conducted by the union.

Section 6: Commission; Members; Quorum

- There is a Hualapai Employment Rights Commission.
- The Commission shall be composed of five (5) members in good standing in the community, appointed by the Tribal Council.
- The Commission shall designate one of such Commissioners as Commission Chairman.
- The Commission shall serve at the pleasure of the Council until replaced.
- A majority of the Commission shall constitute a quorum to transact business when a vacancy occurs. Adopt, amend and rescind rules, regulations or guidelines.
- To conduct hearing or to impose sanctions pursuant to section.

- The Tribal Council for cause upon notice and hearing may remove members of the Commission. No member of the Commission may have any financial interest in any business establishment located or operating on the reservation.
- The Council may remove any member at any time for cause; the Council decision shall be final.
- Decisions of the TERO Commission shall be made by a majority vote. A quorum shall consist of any three of the five Commission members.

Section 7: Powers of the Commission

- To prohibit employers from using job qualifications criteria or personnel requirements that may bar Indians from employment unless such criteria or requirements are required by business necessity. Commission regulations may adopt EEOC guidelines or may adopt additional requirements to eliminate employment barriers unique to Indians and the reservation.
- To require employers to give preference to the Tribe and other Indian owned businesses in the award of contracts and subcontracts.
- To hold hearings and to subpoena witnesses and documents in accordance with the Ordinance.

Section 8: Director; Qualifications; Staff; Duties

The Director of the Hualapai Indian Reservation Tribal Employment Rights Office shall have the authority to:

- Obtain and expend funding from federal, state, or other sources to carry out the purpose of the office subject to approval of the Hualapai Tribal Council.
- Administer the policies, powers, and duties prescribed in the Hualapai Indian Reservation Tribal Employment Rights Act.
- Require employers to submit reports, certified payrolls, and take all actions deemed necessary by the TERO Director for the fair and vigorous implementation of the Hualapai Indian Reservation TERO Ordinance.
- Establish programs subject to the Hualapai Tribal Council approval, in conjunction with federal and tribal offices to provide counseling and support to Indian workers, in order to assist them in retaining employment. Employers shall be required to participate in and to cooperate with such support and counseling programs.
- Require that employers operating business within the jurisdiction of the Hualapai Indian Reservation to establish or participate in such job-related training programs as deemed necessary to increase the pool of Indians eligible for employment on the Hualapai Indian Reservation.
- Cause to be shut down and operation where the contractor or sub-contractor fails to comply with any provision of this Ordinance.

Section 9: Hualapai TERO Tax Fees and Sanctions

TERO Tax

Every covered construction contractor or enterprise with a contract of \$1.00 or more shall pay a TERO tax fee of 5% of the total project/contract amount. It will be paid at the beginning of each project.

Such taxes shall be paid to the Tribal Finance Department and shall be placed in a special account to be used to meet the operating cost of the TERO office. The TERO Department shall be authorized to established such rules and regulations. An employer or contractor who fails to apply the required tax or rules of this ordinance shall be subjected to the sanctions of the Hualapai Tribal Ordinance fines.

Sanctions:

The Director shall be entitled to impose the following sanctions for non-compliance as appropriate in its efforts to remedy any harm done by its non-compliance of the Hualapai Tribal Ordinance.

- 1) Impose monetary fines.
- 2) Suspend the employer's operation until corrective action is taken or a plan for corrective action is developed to fix the situation.
- 3) Terminate the employer's operation
- 4) Prohibit the employer from conducting and future work being done on the Hualapai Indian Reservation.
- 5) Require the employer to remove a worker or hire a worker.
- 6) Impose a civil fine such party in an amount not to exceed \$500.00 for each fine.
- 7) Order such party to make payment of back pay to any aggrieved Indian.

Section 10: Counseling and Support Programs

Counseling and other support program to assist Indians to obtain and retain employment. Every employer shall be required to cooperate with the Commission regarding such counseling and support programs for Native Americans.

Section 11: Lay-Offs

In all lay-offs and reductions in force, employers shall maintain required ratios of Indian employees.

Section 12: Promotion

Every employer shall in accordance with required ratios give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities.

Section 13: Summer Students

Employers shall give Indian students preferential consideration for summer student employment. The employer shall make every effort to promote after school, summer and vacation employment for Indian students.

Section 14: Complaint Procedures and Appeals

Commission Complaint Procedure:

If the Commission has cause to believe that an employer, contractor, subcontractor, or unions has failed to comply with this Ordinance or any rules, regulations, or orders of the TERO Office, it may file a complaint and notify such party of the alleged violations. The Commission will attempt to achieve an informal settlement of the matter, but if an informal settlement cannot be achieved, the Commission may request a hearing upon the matter pursuant to this ordinance.

Individual Complain Procedure:

If any Indian believes that, an employer has failed to comply with this ordinance or rules, regulations or orders of the Commission, or believes an employer has discriminated against him/her because he/she is an Indian he/she may file a complaint with the TERO office specifying the alleged violation. Upon receipt of the complaint, the TERO Office shall investigate and attempt to achieve an informal settlement of the matter.

If any employer fires, layoffs, or penalizes in any manner, any Indian employee for utilizing the individual complaint procedure, or any other right provided herein, the employer should be subject to the penalties provided in this Ordinance.

Employer or Union Complaint Procedure:

If an employer or union believes that any provision of this Ordinance or any rule, regulation or order of the Commission is illegal or erroneous, it may file a complaint with the Commission specifying the alleged illegality or error. Upon receipt of the complaint, the Commission shall investigate and attempt to achieve an informal settlement of the matter.

Appeals:

Any party to a hearing shall have the right to appeal any decision of the Hualapai Tribal Court pursuant to the Hualapai Tribal law and order code.

Section 15: Intergovernmental Relationships

The Director is authorized to enter into cooperative relationships with federal employment rights agencies, such as EEOC and OFCCP, in order to eliminate discrimination against Indians on and off the Hualapai Reservation.

Section 16: Reporting and On-Site Inspection

Employers shall submit reports, and other information requested by the TERO Office. The TERO Director and Office staff shall have the rights to make on-site inspections during the working hours of Monday to Friday in order to monitor any employer's compliance with the ordinance and rules, regulations and orders of the TERO office. The TERO office shall have the right to inspect and copy all relevant records of any employer, of any signatory union or subcontractor and shall have a right to speak to workers and conduct investigations on the job sites.

Section 17: Compliance Plan

As of the effective date of this Ordinance, no new employer may commence work on the Hualapai Indian Reservation until he/she has consulted with the TERO office for meeting its obligations under this ordinance.

Section 18: Compliance

TERO wants your project to be successful and is willing to assist all contractors to comply with TERO Ordinance. The TERO Director or Compliance Officer will be monitoring compliance with your company on the Hualapai Indian Reservation.

Section 19: Due Process Hearing and Procedures

PRE-HEARING PROCEDURES

A. REVIEW OF TERO FILES

The respondent (the covered entity against whom a charge has been filed) shall have the right to review the complaint file of the TERO Director by scheduling a visit to the TERO office during regular working hours at any point after receiving notice of a hearing. However, the Director shall have the right to "redact" any portion of the file to protect confidential information. The information from the files.

B. LIST OF WITNESSES

Ten (10) days prior to the hearing (or as soon as possible if the hearing is to held within ten days after notice), the respondent and the Director shall submit to the Commission Chairperson a list of witnesses each intends to call at the hearing, the approximate length of their testimony, and the subject matter and relevance of their testimony. It shall indicate any witnesses that must be subpoenaed. The Director shall seek the subpoenas.

C. SUBPOENAS OF DOCUMENTS AND THINGS

The respondent shall, no later than (10) days prior to the hearing (or as soon as possible if the hearing) provide the Director with a list of items it wishes to have subpoenaed and the relevance of each. The Director shall seek subpoena of all relevant items listed by respondent as well as items listed by the respondent as well as items needed by the Director. Any disputes shall be brought to the Chairperson of the Commission who shall resolve such disputes.

D. POSTPONEMENTS

Any request for a postponement of the hearing must be submitted in writing to the Chairperson of the Commission no fewer than three (3) days prior to the hearing. However, if the Director and respondent mutually submit a request for a postponement because there is a possibility of settling the matter, the request for a postponement may be submitted at any time.

CONDUCT OF THE HEARING

A. PRESIDING OFFICER

As presiding official, the Chairperson of the Commission will control the proceedings. He or she will take whatever action is necessary to insure an equitable, orderly, and expeditious hearing. Parties will abide by the presiding official's ruling. The presiding official has the authority, among others to:

- 1) Administer oath or affirmations;
- 2) Regulate the course of the hearing;
- 3) Rule on evidence, documents, and testimony of witnesses, if challenged;
- 4) Limit the number of witnesses when testimony would be unduly repetitious; and
- 5) Exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

B. DIRECTOR

The TERO Director shall represent the TERO Department on all charges, even if the charge was initiated by a complaint filed by a private individual.

C. RESPONDENT

The respondent shall be present for the entire hearing and his or her representative other than a attorney shall represent him or her during the proceedings.

D. ATTORNEYS

Either party may have an attorney present as an advisor. However, the attorney may not make any presentation, cross-examine witnesses or address the Commission.

E. RECORDING OF THE HEARING

The Commission shall have the hearing recorded and shall retain the recording for no less than one year after the hearing. The respondent shall also be permitted to record the hearing.

F. PROHIBITION AGAINST REPRISALS

All parties shall have a right to testify on their own behalf, without fear of reprisal.

G. STATING TIME

The hearing shall be open promptly at the time specified by the Commission. The Commission shall allow for 15-minute grace period before declaring the hearing started, postpone or cancelled.

H. OPENING STATEMENTS

Both parties will be afforded the opportunity to present opening statements with respect to what they intend to prove at the hearing.

I. ORDER OF PROCEEDING

The Director will present the TERO case first, followed by the respondent.

J. EXAMINATION AND CROSS EXAMINATION OF WITNESSES

Both parties may subpoena and examine friendly and hostile witnesses. Both parties may examine and cross-examine witnesses. However, no harassment or efforts to intimidate witnesses shall be permitted. The Commission members may examine witnesses at any point in their testimony. The testimony of all witnesses shall be under oath or affirmation.

K. IRRELEVANT TESTIMONY

Parties may object to clearly irrelevant material, but technical objections to testimony as used in a court of law will not be entertained. The Commission shall prohibit any testimony that it deems clearly irrelevant in order to keep control of the hearing.

L. CLOSING STATEMENT

Closing statement for each party will be permitted. The director shall proceed first, followed by the respondent.

M. AUDIENCE

The hearing shall be open to the public. However, the Commission may remove any person who disrupts the hearing or behaves in an inappropriate manner.

THE DECISION

The decision shall be in writing and issued within thirty days after the hearing. The decision shall consist of the following parts, in the following order:

- 1) The facts.
- 2) The finding of the violation or no violation on each charge filed by the director, along with the legal and factual basis for the finding.
- 3) The orders and or sanctions imposed, if any.
- 4) Information on the respondent right to appeal.
- 5) Information on the authority of the Commission to act if the party fails to comply with its order or fails to appeal, and
- 6) The injunctive or bonding requirements, if any that the Commission will seek from the Hualapai Tribal Courts pending the completion of the appeal if an appeal is filled, or the running of the time for the appeal if no appeal is filled.

APPEALS

- A. Any party adversely affected thereby may take an appeal to the Tribal Court from any final order of the Commission. Said appeal must be filed no later than 20 days after the party receive a copy of the Commissioner's decision. The Hualapai Tribal Court shall uphold the decision of the Commission unless it is demonstrated that the decision of the Commission is arbitrary, capricious or in excess of the authority of the Commission. The appeal shall be taken by serving a written notice of appeal with the Hualapai Tribal Court, with a copy to the Director with in twenty days after the date of the entry of the order. The notice of appeal shall:
- 1) Set forth the order from which appeal is taken.
 - 2) Specify the grounds upon which reversal or modification of the order sought;
 - 3) Be signed by appellant.

Except as provided in this ordinance, the order of the Commission shall abate pending the determination of the Hualapai Tribal Court. However, the Director may petition and for good cause shown, the Court may order the party requesting a hearing to post a bond sufficient to cover monetary damages that the Commission assessed against the party or to assure the party's compliance with other sanctions or remedial actions imposed by the Commission's order if that order is upheld by the Hualapai Tribal Court. If the order of the Commission as to further action in the matter, including making and entering any order in connection there with, and the limitations, or conditions, to be contained therein.

If the Commission's order is up held on appeal, or if no appeal is sought within twenty (20) days from the date of the party's receipt of the Commission's order, the Commission shall petition the court and the court shall grant such orders as are necessary and appropriate to enforce the orders of the Commission and the sanctions imposed by it.

If at any stage in the enforcement process, the Commission has reason to believe there is a danger that a party will remove itself or its property from the jurisdiction of the Hualapai Tribal Court, such that the Commission or the Court will not be able to collect monetary damages or TERO fees that are owed by that party pursuant to any outstanding order of the Commission or the Court, or which may be owed if the charges set out in any outstanding notice of violations are upheld the Commission may petition the Hualapai Tribal Court to attach and hold sufficient property of the party to secure compliance. Said petition shall be accompanied by a list of property it believes to be subject to the jurisdiction of the Hualapai Tribal Court, the value of which is to believe to approximate the amount of monetary damages or fees at issue.

(1) The Court shall grant said petition upon a showing by the Commission that:

- a) The party has failed to comply with an order of the Commission or court or that there is probable cause that the party will be found in violation of this chapter pursuant to any outstanding notice of violation; and
- b) There is reasonable grounds to believe that the party will remove itself or its property from the jurisdiction of the Hualapai Tribal Court prior to coming into compliance with the order or possible order of the Commission, such that it will be difficult for the Commission and the Hualapai Tribal Court to enforce the order; and
- c) The value of the property of the party referenced in the list submitted by the Commission approximates the amount of monetary damages or fees at issue.

(2) Upon a showing by the Commission, as provided in this Ordinance, the Hualapai Tribal Court shall order the Hualapai Nation Police Department to attach immediately the property referenced in the list or as much is available, and hold it until instructed on its disposition by the Hualapai Tribal Court. The Hualapai Nation Police Department may attach said property by removing it to secured premises or by appointing a keeper to guard it and its agents a notice informing them of their right to an immediate hearing on the attachment. If the party or its agents are not present, the notice shall be sent by certified mail and the Hualapai Nation Police Department shall call the part at its last known telephone number.

(3) The party shall be entitled to, at its option, and a written notice referenced above shall so inform the party of its right to, either an immediate hearing on the attached and a regular hearing on merits or an immediate hearing on the attached and merits. An immediate hearing shall be held at the first available opportunity and shall take precedence over all other matters on the Hualapai Tribal Court's calendar. The Hualapai Tribal Courts shall notify the Commission of the time and date of the hearing.

(4) At an immediate hearing on the attachment, the Hualapai Tribal Court shall order the attached property released to the party only if:

- a) The Commission has certified that the party has come into compliance with any Commission order outstanding notice of violation against the party; or
- b) The party post a bond equal to the amount of monetary damages or fees at issue; or
- c) The party demonstrates to the Hualapai Tribal Court that it would likely succeed on the merits at a hearing on the charges against it.

(5) If the party fails to satisfy one or more of the three grounds listed in the paragraph above, the Hualapai Tribal Courts shall order the Hualapai Nation Police Department to hold said property until a hearing on the merits, the Hualapai Tribal Courts finds against the Commission the property shall be held for thirty (30) days from the date of the decision. If by the 31st day damages or fees or otherwise resolved the charges against it, the Hualapai Tribal Court shall distribute the proceeds from the sale in the following manner:

- a) First, to pay all monetary damages or fees owed to the Commission by the TERO.
- b) Second, to the Hualapai Tribal Courts and Hualapai Nation to reimburse them for the cost incurred in carrying out the attachment and sale.
- c) Any proceeds remaining shall be returned to the party.

CONFISCATION AND SALE

If, thirty (30) days after a decision by the Commission pursuant in this Ordinance, no appeal has been filed, or thirty (30) days after a decision by the Hualapai Tribal Court on an appeal from a decision by the Commission pursuant in this Ordinance a party has failed to pay monetary damages imposed on it or otherwise complied with an order of the Commission or the Hualapai Tribal Court, the Commission may petition the Hualapai Tribal Court to order the Hualapai Nation Police Department to confiscate, and hold for sale, such property of the party as is necessary to ensure payment of said monetary damages or to otherwise achieve compliance. Said petition shall be accompanied by a list of property belonging to the party, which the Commission has reason to believe is within the jurisdiction of the Hualapai Tribal Court. The value of which approximates the amount of monetary damages at issue. If the Hualapai Tribal Court finds the petition to be valid, it shall order the Hualapai Nation Police Department to confiscate and hold said property or as much as possible. The Hualapai Nation Police Department shall deliver in person or by certified mail, a notice to the party informing it of the confiscation and of its right to redeem said property by coming into compliance with the order outstanding against it. If the thirty (30) days after confiscation the party has not come into compliance. The court shall order the Hualapai Nation Police Department to sell said property and use the proceeds to pay any outstanding monetary damages imposed by the Commission and all costs incurred by the Hualapai Tribal Court and the Hualapai Nation Police Department in the confiscation and sale. Any proceeds remaining shall be returned to the party.

COURTS JURISDICTION OVER NON-INDIANS AND AVAILABILITY OF OTHER NATIONS LAWS AND PROCEDURES

- a) In addition to the procedures and remedies provided for in this chapter, the Director and the Commission shall be entitled to petition the Hualapai Tribal Court under the appropriate provision of the Nation's law as is necessary to effect compliance with this ordinance. Other provision's of the Nation's laws not with standing , the Hualapai Tribal Courts shall have jurisdiction over non-Indians, including but not limited to non-Indian

defendants, for the purposes of enforcing the provisions of this ordinance, including actions taken under other appropriate provisions of the Nation's laws as provided for in the first sentence of this section.

Section 20: Phone numbers on the Hualapai Indian Reservation; Reference numbers

Hualapai Tribal Office	1-928-769-2216
Animal Control	1-928-769-2205
Emergency Dispatch	1-928-769-2233/2810
EMS	1-928-769-2656/2233
Fire Department	1-928-769-2205/2806
Game and Fish	1-928-769-2227/1122
Housing Department	1-928-769-2275
Hualapai Police	1-928-769-1024
Planning Department	1-928-769-1310/1312
Probation Office	1-928-769-2894
Public Works	1-928-769-2216
Transfer/Recycling	1-928-769-2625/2583
TERO	1-928-769-2216 Ext. 108 1-928-607-8542 Tero cell
Diamond Creek Restaurant/Lodge	1-928-769-2800/2230
Peach Springs Clinic	1-928-769-2900
Mohave Electric	1-800-685-4251
Frontier Communications	1-800-921-8101
Indian Energy	1-928-769-2610

Section 21: Water fee, Aggregate fee, Camping fee, Storage fee

The Hualapai Tribe has an established policy setting rates for water and aggregate purchases. The value of the Tribe's water and aggregate has increased over the previous five (5) years.

The following definitions of unprocessed and processed aggregate with appropriate prices are mandatory when purchased by outside contractors operating on the Hualapai Reservation, and that the following prices for water purchases shall be imposed:

1. Unprocessed Aggregate materials will be purchased by contractors at a rate of \$3.50 cents per cubic yard.
2. Processed Aggregate materials will be purchased by contractors at a rate of:
\$15.00 per cubic yard for top grade aggregate and,
\$10.00 per cubic yard for good grade aggregate.

All aggregate purchases will be approved by the Chairman of Hualapai Tribe. Identification and monitoring of the pit site and total aggregate utilization will be monitored by the Chairman, or designee, and an accurate record will be kept by the monitor for appropriate billings by Accounting Personnel.

3. Water purchased by contractors at a rate of \$30.00 per 1000 gallons.

All water usage by contractors will be monitored by the Chairman or designee. The monitor will identify the water well to be used by the contractor.

4. Water purchased by non-contractors at a rate of \$30.00 per 1000 gallons.
5. Effluent water from the lagoon can be purchased for construction use for a monthly fee of \$2,000 for unlimited use by one 2,000 gallon truck or \$3,000 for two, three or four 2,000 gallon trucks, depending upon the availability of the water.
6. Campsite permits will be purchased and fees paid through Game and Fish 928-769-2227.
7. Storage fee for contractors \$500 a month.

The contractors and their subcontractors will be required to remove trash and other material from the camp areas (and work areas) at the end of each contract, and will be held responsible for any damages caused to the lagoon site by the removal of effluent water. Each contract will be required to return the area(s) to their natural condition to the fullest extent possible.

The construction of permanent structures, cutting timber, hunting, excavation, or artifact exploration are not permitted. The payment of all water, aggregate and campsite permits will be paid at the first of each month.