

TERO Act

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Pawnee Nation of Oklahoma

LAW (ACT) NO. 95-49

AN ACT AMENDING THE CODE OF LAWS OF THE PAWNEE NATION OF OKLAHOMA TO ADD A NEW CHAPTER ENTITLED “PAWNEE NATION TRIBAL EMPLOYMENT RIGHTS ACT”.

BE IT ENACTED BY THE BUSINESS COUNCIL OF THE PAWNEE NATION OF OKLAHOMA THAT THE CODE OF LAWS OF THE PAWNEE NATION OF OKLAHOMA IS HEREBY AMENDED TO ADD A NEW CHAPTER AS FOLLOWS:

PAWNEE NATION TRIBAL EMPLOYMENT RIGHTS ACT

Section 01. Title.

This law shall be entitled the “Pawnee Nation Tribal Employment Rights Act.”

Section 02. Findings and Purpose.

- (a) Findings: The Business Council of the Pawnee Nation hereby make the following findings regarding the need for and purpose of the Pawnee Nation Tribal Employment Rights Act:
- 1) Jobs, subcontracts and contracts in the private sector within the territorial jurisdiction of the Pawnee Nation are important resources for Native American People must use their rights to obtain their share of such opportunities as they become available.
 - 2) Native Americans have unique and special employment, subcontract and contract rights, including Congressional recognition of the power of Native American Tribes to impose preferential requirements on the grounds that the exemption is consistent with the federal government’s policy of encouraging Native American employment and with the special legal position of Native Americans.
 - 3) Native Americans are entitled to the protection of federal laws concerning prevention of employment discrimination, and the Pawnee Nation can and should plan a role in enforcement of such laws.
 - 4) The Pawnee Nation has the inherent sovereign power to pass laws to implement and enforce special employment rights on behalf of Native American; and The Business Council of the Pawnee Nation recognizes that it is important to establish an employment rights program and office in order to use the aforementioned laws and powers to increase employment of Native workers.

- (b) Purpose: The purpose of the Pawnee Nation Tribal Employment Rights Act is to assist in and require the fair employment of Native Americans, to create employment and training opportunities for members of the Pawnee Nation and other Native Americans, and to prevent discrimination against Native Americans in the employment practices of employers who are conducting business within the territorial jurisdiction of the Pawnee Nation of Oklahoma as defined by Section 03 (t) herein.

Section 03. Definitions.

Terms contained in the Pawnee Nation Tribal Employment Rights Act shall be defined as follows:

- (a) “Commerce” shall include all trade, traffic, distribution, communication, transportation, provision of services, manufacturing, production, agricultural production, building, maintenance, construction, banking, mining and energy production.
- (b) “Commission” shall mean the Pawnee Nation Tribal Employment Rights Commission.
- (c) “Director” means the Director of the Pawnee Nation Tribal Employment Rights Office.
- (d) “EEOC” shall mean the Equal Employment Opportunity Commission of the United States.
- (e) “Employee” shall mean any employee, any applicant for employment, and any former employee whose employment has ceased consequently for or in connection with a current labor dispute or because of unfair labor practices. The term “employee” shall not include any individual employed in the domestic services of any family or person at his/her home or any individual employed by any other person who is not an employer as herein defined.
- (f) “Covered Employee” shall mean any person, partnership, corporation, or other entity that employs, for wages, two or more employees.
- (g) “Employment Rights Office” shall mean the Pawnee Nation Tribal Employment Rights Office (PNTERO).
- (h) “Entity” means any person, partnership, corporation, joint venture, government, Government Commercial Enterprise, or any other natural or artificial person or organization. The term “entity” is intended to be as broad and encompassing as possible to ensure applicability to all employment and contractual activities within the Pawnee Nation’s jurisdiction, and the term shall be so interpreted by the Commission and the Courts.
- (i) “Government Commercial Enterprise” means any activity by the Pawnee Nation or of the state government that is not a traditional government function as defined by the Internal Revenue Service.

- (j) “Immediate family” means brother, sister, son, daughter, mother father, husband, wife, stepbrother, stepsister, half-brother, half-sister, or bother, sister, son, daughter, mother, or father by adoption.
- (k) “Native American” means any member of a federally recognized Native Tribe.
- (l) “Native American owned firm or entity” means any commercial, industrial, or other business, which is owned by a Native American, provided that such Native American ownership constitutes not less than fifty-one percent (51%) of the enterprise.
- (m) “Native American resident(s)” means on land within the territorial jurisdiction of the Pawnee Nation or shall mean any Native American person who has resided on lands within the territorial jurisdiction of the Pawnee Nation for not less than sixty (60) days preceding the initial date any contract for work on land within the territorial jurisdiction of the Pawnee Nation or the initial date any employment offers are made by any employer permanently located on lands within the territorial jurisdiction of the Pawnee Nation.
- (n) “Local Native American” means any member of a federally recognized Tribe who resides within the territorial jurisdiction of the Pawnee Nation.
- (o) “Pawnee Nation” means the Pawnee Nation of Oklahoma.
- (p) “Pawnee Nation Court” means the Tribal Court as defined in the Code of Laws of the Pawnee Nation.
- (q) “Pawnee Nation Police” means the Police Department as defined in the Code of Laws of the Pawnee Nation.
- (r) “Non-resident Native American” means any Native American who is not a resident Native as defined by Section 03 (m) herein.
- (s) “PNTERO” means the Pawnee Nation Tribal Employment Rights Office.
- (t) “Territorial jurisdiction” means the property held in trust by the United States of America on behalf of the Pawnee Nation of Oklahoma; property owned in free by the Pawnee Nation of Oklahoma; restricted and trust allotments; and dependent Native American communities. The territorial jurisdiction of the Pawnee Nation of Oklahoma shall also extend to all property located outside said boundaries owned in fee by the Pawnee Nation or held in trust by the United States on behalf of the Pawnee Nation.

- (u) “Union” or “labor union” means any organization or agency with a collective bargaining agreement with an employer.

Section 04. Establishment of the Pawnee Nation Tribal Employment Rights Office.

- (a) The Pawnee Nation Tribal Employment Rights office (PNTERO) is hereby established and provides supervisory authority over implementation of the Pawnee Nation Tribal Employment Rights Act. The PNTERO shall be administered by a Director and shall report personnel duties to the Pawnee Nation Executive Director to follow the HR and Fiscal policies held by Pawnee Nation.
- (b) The Pawnee Nation Tribal Employment Rights Commissioners will provide oversight of PNTERO program, enterprises and/or business projects. The Director shall report to the Commissioners.

Section 05. Director Authority.

The Director of the PNTERO shall have the authority to:

- (a) Hire Staff; to include a PNTERO Compliance Officer/Equal Employment Opportunity Officer and Administrative Assistant, both of whom report directly to the PNTERO Director.
- (b) Expend funds appropriated by the Business Council and funds collected from employers as provided herein.
- (c) Obtain and expend funding from federal, state, or other sources to carry out the purpose of the office subject to approval of the Pawnee Business Council.
- (d) Administer the policies, powers, and duties prescribed in the Pawnee Nation Tribal Employment Rights Act.
- (e) Require employers to submit administrative, certified payrolls, and any other reports deemed necessary to take all actions related to the investigation process pursuant to the provisions of Section 25 by the PNTERO Director for the fair and vigorous implementation of the Pawnee Nation Tribal Employment Act.
- (f) Establish programs subject to the Pawnee Business Council’s approval, in conjunction with federal and tribal offices, to provide counseling and support to Native American workers, to assist them in retaining employment. Employers shall be required to participate in and to cooperate with such support and counseling programs.
- (g) Enforce the provisions of the Pawnee Nation Tribal Employment Rights Act to include the issuance of notices of non-compliance, notices of violations, and civil penalty consistent with the act.

- (h) Take other actions as are necessary for the fair and vigorous implementation of the Pawnee Nation Tribal Employment Rights Act.
- (i) Impose up to 100% Native American hiring goals and timetables specifying the number of Natives the employer is hiring by craft, experience, education, and skill level.
- (j) Require that employers operating a business within the jurisdiction of the Pawnee Nation to establish or participate in such job-related training programs as deemed necessary to increase the pool of Natives eligible for employment on the Pawnee Nation jurisdiction.
- (k) Prohibit employers from using job qualification criteria or personnel requirements that unreasonably bar Natives from employment with the jurisdiction of the Pawnee Nation.
- (l) Enter into agreements with unions and others to ensure compliance with this Act; a continued and progressive recruitment in apprenticeship, entrepreneurships and journeyman level programs, such agreements will not constitute recognition or endorsement of any union.
- (m) Require employers to give preference to certified Tribal and other Native American owned businesses in the award of contracts and subcontracts.
- (n) In conjunction with the Commissioners, a cause to shut down any operation where the contractor or sub-contractor fails to comply with any provision of this Act.
- (o) Upon proper consultation, shall implement any program deemed necessary to advance the employment opportunities of Pawnee Members. This will consist of forming TERO work groups to operate as small businesses or entrepreneurships within the community.
- (p) Shall develop Tribal business entities and/or business enterprises.
- (q) Submit required administrative reports to the Executive Director.
- (r) Oversight of the PNTERO program shall be with the Pawnee Nation Commissioners.

Section 06. Pawnee Nation Tribal Employment Rights Commission

Establishment of Pawnee Nation Tribal Employment Rights Commission.

The Pawnee Nation Tribal Employment Rights Commission is hereby established.

Members.

The Commission shall consist of up to five (5) no less than three (3) members that shall be appointed by the President of the Pawnee Business Council subject to confirmation by the Pawnee Business Council.

- (a) **TERMS OF OFFICE:** The Commissioners are appointed to serve a (3) three-year term ending on December 31st, after their third year of being on the Commission. The terms of each Commissioner shall be staggered terms in relation to the other Commissioners. The Pawnee Business Council shall have the authority to remove a commissioner for cause prior to expiration date of the Commissioners term.
- (b) **ELECTIONS AND APPOINTMENTS:** The Chairman, Vice Chairman, and the Secretary shall be elected at the first Annual Board of Commissioners meeting. The elected officer shall hold office for one (1) year or until their successors are elected and qualified. In the case of absence or incapacity of both, the Chairman, Vice Chairman, the Secretary, and the remaining Commissioners may elect an Acting Chairman to serve during the period of absence or incapacity of the Chairman, the Vice Chairman and Secretary.
- (c) **CHAIRMAN:** The Chairman shall preside at all meetings of the Pawnee Nation Tribal Employment Rights Commission of the Pawnee Tribe Board of Commissioners and shall be the spokesperson to the Pawnee Business Council.
- (d) **VICE CHAIRMAN:** The Vice Chairman shall preside at all meetings of the Pawnee Nation Tribal Employments Right Commission. When the Chairman is not present, the Vice Chairman shall resume responsibilities; and shall over-see Vendor Certification process.
- (e) **SECRETARY:** The Secretary shall act as Recording Secretary at the Board of the Commissioners meetings and to keep the records of the board meetings of Commissioners.
- (f) **REMOVAL:** Any Commissioner shall have no more than three (3) unexcused absences. The Chairman will submit a letter of recommendation to the Pawnee Business Council to be removed from the Pawnee Nation's Board of Commissioners.
- (g) **STIPENDS:** Members of the Commission shall be entitled to receive stipend payments.

Qualifications.

- (a) Any person who is a member of a federally recognized Tribe and 25 years of age or older is eligible to serve as a Commissioner of the PNTERO, however, he/she is subject to the following conditions:
 - (1) Person(s) seeking appointment shall be give preference to qualified Pawnee Nation members; followed by other Tribal members.
 - (2) He/She must have capabilities to attend meetings either virtually, through conference call, or in person.

- (3) Not have been found guilty of any felony, or a misdemeanor involving controlled substances or dishonesty, in any Tribal, State, or Federal Court within three (3) years prior to seeking a term as a commissioner.

(b) Duties. The Commission has the full power, jurisdiction and authority to:

- (1) Formulate, adopt, amend, and rescind rules, regulations and guidelines necessary to carry out the provisions of this Act pursuant to the provisions of Section 07 herein.
- (2) Administer oaths, conduct hearings, and by subpoena, to require witnesses to attend hearings and to produce such records and other documents as deemed necessary by the Commission to fully ascertain facts related to hearings.
- (3) Review and issue rulings and orders pertaining to appeals of decisions of the PNTERO aggrieved parties.
- (4) To examine, under oath, either orally or in writing, any person with respect to any matter related to this Act.
- (5) Petition the Pawnee Nation's Tribal Court for orders as necessary and appropriate to enforce the decisions of the Commission or Director and any sanctions imposed by them.
- (6) To exercise all other authority delegated to or conferred upon it by law, or as reasonably necessary in the administration or enforcement of any provisions of the Pawnee Nation Tribal Employment Rights Act.
- (7) Shall receive, from the Director, to obtain all reports necessary for the discharge of its duties as provided for in these sections.
- (8) The Commission shall not have direct personnel authority over the PNTERO Director but shall have authority in operations and functions of the PNTERO program.

Section 07. Regulations; Promulgation.

The Commission, assisted by the PNTERO, shall promulgate any rules and regulations necessary for implementation of the Pawnee Nation Tribal Employment Rights Act and consistent with the provisions of said Act and other applicable laws of Pawnee Nation, provided that the Pawnee Nation Tribal Employment Rights Commission approves said rules and regulations. The Commission shall insure that all rules, regulations, and guidelines that are issued provide notice to the public and further that all rules, regulations, and guidelines accord affected parties' rights to due process of law. Except in cases where the Commission has determined that an emergency situation exists, the Commission shall follow the minimal procedures in issuing all rules, regulations, and guidelines:

- (a) Notice of Proposed Regulations. All proposed rules, regulations, and guidelines shall be sent to the Pawnee Business Council for approval after the comment period has closed, all proposed rules, regulations, and guidelines shall be posted in at least two (2) public places within the territorial jurisdiction of the Pawnee Nation, and shall be maintained in the

PNTERO and made available for public inspection for not less than twenty (20) business days from the date the notice was mailed to the Pawnee Business Council.

- (b) Comment Period. The Pawnee Nation Tribal Employment Rights Commission shall accept comments from any interested parties during the twenty (20) business day notice period required in Section 07 (a) herein.
- (c) Finalization. The Pawnee Nation Tribal Employment Rights Commission shall prepare and approve final rules, regulations and guidelines following the comment period, after reviewing any comments made. The preamble to such final rules, regulations and guidelines shall state the major issues raised by comments, if any.
- (d) Effective Date of Regulations. Following Commission approval of the final rules, regulations and guidelines, said rules, regulations and guidelines shall be posed in a public place within the territorial jurisdiction of the Pawnee Nation, and shall be placed in a file in the PNTERO, which shall be open to public inspection.

Section 08. Indian Preference in Employment.

All covered employers, for all employment occurring within the territorial jurisdiction of the Pawnee Nation, are hereby required to give “Indian Preference” to qualified Native Americans, in all hiring, promotion, training, pay, benefits, and other terms and conditions of employment. Employers shall comply with all rules, regulations, and guidelines applicable to Indian preference and approved by the Pawnee Nation Tribal Employment Rights Commission. The Indian Preference law requirements contained herein shall apply to all direct employment by the Pawnee Nation or by federal, state, or other governments or their subdivision. It also shall apply to all contractors or grantees of such governments and to all Pawnee Nation’s enterprises and to all commercial enterprises operated by such government.

Order of Preference: The following employment preference is established.

- (a) In General: Whenever an employer or union would be required by any provision in this Act to give preference in hiring or contracting, such preference shall be given to the following persons in the following enumerated order:
 - (1) Members of the Pawnee Nation.
 - (2) Native American and non-native Spouses of members of the Pawnee Nation who contribute to the support of a Pawnee Nation Household.
 - (3) Other Native Americans.
- (b) Exception: When prohibited by applicable Federal law, the above order of preference set out in subsection 08 (a) shall not apply. In such cases, preference shall be given in the following enumerated order:
 - (1) Native Americans who are local residents
 - (2) Other Native Americans

- (c) Coverage: All employers are required to give preference to Native employees in hiring, promotion, training, and all other aspects of employment, contracting, or subcontracting, and must comply with the Act, rules, regulations and orders of the PNTERO.
- (d) The Foregoing preferences shall also be applied in reverse order to any layoffs or reductions-in-force so that enrolled Pawnee Nation members and other Native Americans are retained in positions of employment to the extent practicable.
- (e) All Construction Contractors shall compensate Tribal/Native American workers at a rate consistent with the wages paid to their non-Native employees performing the same jobs.
- (f) Construction Contractors, who are a signatory to a Construction Trade Union, shall pay at the current pay scale and compensation of that Union.
- (g) Tribally determined wage rates and/or Davis Bacon wage rates shall be paid when required by Tribal or federal law.
- (h) If any entities stated in Section 08 narrative is in non-compliance, see Section 38. Non-Compliance Fines shall be applied.
- (i) Students: Employers shall be given Native American students preferential consideration for summer student employment. The Employer shall make every effort to promote after-school, summer and vacation employment for Native American students.

Section 09. Tribal Minimum or Prevailing Wage.

- (a) The Director may promulgate a Tribal Minimum Wage or Prevailing Wage as provided in this Section. Such Tribal Minimum or Prevailing wage shall only apply to Employers subject to this Act. A Tribal Minimum or Prevailing Wage established under this subsection may be included in a Compliance Plan pursuant to Section 06.01 of this Act.
- (b) Definitions. For purposes of this Section, the terms “Minimum Wage” and “Prevailing Wage” are defined as follows:
 - (1) Minimum Wage-Shall mean the lowest wage that the Employer can pay any employee. The Minimum Wage shall not be less than the federal minimum wage.
 - (2) Prevailing Wage-Shall mean the lowest wage that an Employer can pay any employee by trade, skill, education, or craft. A Prevailing Wage need not limit or put a cap on all employees in a particular setting.
- (c) If the Director elects to promulgate a proposed Minimum Wage or Prevailing Wage, the following factors may be taken into consideration:

- (1) The prevailing wage for each job classification in the Oklahoma and Pawnee Nation wage classifications.
 - (2) The prevailing wages established by other Oklahoma Native Tribes.
 - (3) The number of Native Americans living on or near PNTERO jurisdiction lands with the craft, experience, education, or trade skills.
 - (4) The unemployment rate of Natives living on or near PNTERO jurisdiction lands- especially the unemployment rate for the craft, experience, education, or trade skill.
 - (5) Local labor and market conditions.
 - (6) The potential impact of the prevailing wage to attract businesses or Construction Employers to do business on PNTERO jurisdiction lands.
- (d) The draft Minimum or Prevailing Wage shall be published with notice of the comment opportunity and comment deadline date and distributed to all Tribal governmental departments, enterprises and to persons or entities that may be impacted by such a proposal for review and comment. The record shall be kept open for at least thirty (30) business days to permit comments to be submitted.

Section 10. contracting Tier System.

In keeping with the purpose set forth in this Act, the PNTERO establishes a Tier System for the awarding of construction contracts subject to its jurisdiction.

- (a) Tier 1: Certified Pawnee Business who submits a bid where 50% or more of the bid amount is for work to be performed by the Pawnee Business certified by TERO
- (b) Tier 2: Certified Pawnee Businesses.
- (c) Tier 3: Native American owned business, certified by TERO, who submits a bid where 50% or more of the bid amount is for work that will be performed by Pawnee Owned Businesses certified by TERO.
- (d) Tier 4: Native American owned business certified by TERO.
- (e) Tier 5: Non-Native owned business who submits a bid where 50% or more of the work will be performed by Pawnee owned business certified by TERO.

Awards covered employers who engage in prohibited activities or otherwise violate this Act may be subject to penalties described in the Act to include notice of violations and fines. Prohibited behavior includes, but is not limited to:

- (a) Submitting false or fraudulent information to PNTERO.
- (b) Preventing or interfering with covered employer's compliance with this Act.

Section. 11 Indian Preference in Contracting.

All entities awarding contracts or subcontracts for supplies, services, labor and materials in an amount of \$5,000 or more where the majority of the work on the contract or subcontract will occur within the territorial jurisdiction of the Pawnee Nation, shall give preference in contracting and subcontracting to qualified entities that are certified by the commission as fifty-one percent (51%) or more Native-owned and controlled, with a first preference to the qualified entities. The requirements of Section 10 herein shall be applied to the awards of contracts directly by the Pawnee Nation, by the federal or state government or their subdivisions, but also apply to any contracts awarded by the commercial enterprises of the Pawnee Nation such as TDC, even if said contracts must be submitted to the Pawnee Nation's Business Council for approval. Tribal programs or divisions other than commercial enterprises shall be required to comply with these requirements but shall also be required when submitting a contract to the Pawnee Nation's Business Council for approval to indicate, as part of submission to the Council, the steps taken to award the contract to a local Native American contractor. The requirements of Section 08 herein shall apply to all subcontractors whether or not the prime contract was subject to these requirements. All covered entities shall comply with the rules, regulations, guidelines and orders of the commission, which is set for the specific obligation of such entities in regard to Indian preference in contracting subcontracting. The Commission shall establish a system for certifying firms as Indian preference and local Native preference eligible. If any said entities are not in compliance with this Act shall be subject to fines, see Section 38 shall be applied.

Section 12. Certification of Entities as an "Native-Owned Firm"

- (a) Any entity which seeks certification as an "Native-Owned Firm" eligible for the preferences provided under this Act shall submit to the PNTERO an application for certifications as an Native-Owned Firm on a form established by the Commission to determine whether the entity meets the criteria for certification set out in Section 10 herein. In addition, an entity which seeks certification as a Native-Owned firm eligible for the preferences provided under this Act, shall submit a new application or renewal application annually.
- (b) Any entity seeking certification shall include with the application a non-refundable application fee of \$500.00 payable by check to the Pawnee Nation of Oklahoma. In addition, all renewal applications shall include a non-refundable renewal application fee of \$250.00 payable by check to the Pawnee Nation of Oklahoma. All funds to be deposited into the Pawnee Nation general fund account.
- (c) The application (and all renewal applications) shall be submitted to the PNTERO no later than the time that the entity submits a bid on a project that is subject to bidding, and a copy of the application with the supporting documentation, including the application fee, shall also accompany the bid. If the contract is not subject to bid procedures, an application for certification as a Native-Owned firm shall be submitted to the PNTERO before any contact

will be made with the entity, and entities are encouraged to submit their applications as early a date as practicable.

(d) Documentation will be required to establish eligibility for certification as a Native-Owned firm. The failure to provide valid documentation will result in a decision denying certification of the entity. Documentation required shall include, but are not necessarily limited to:

- (1) Proof of enrollment/membership with a federally recognized Tribe, Nation, or Band, including Alaskan Native Villages, communities and corporations.
- (2) Proof of ownership of the business with at least 51% Native Ownership and proof that the Native owner exercises majority control of the business and is substantially involved in the day-to-day management and operations.
- (3) The Native owner(s) must establish that they provide real value for the stated ownership interests by providing legal documents such as stock ownership, capital, assets, structure, management, control, financing and salary commensurate with the value of their ownership share.
- (4) The Native owner(s) will receive a percentage of all profits equal to their ownership interest. Any provision that give a non-Native owner a greater share of the profits, such as but not limited to; management fees, equipment rental fees or bonuses will result in decertification.
- (5) Business license certifications, business structure documents (sole proprietor, partnerships, incorporations, LLC), insurance and bonding capabilities.
- (6) Business Plan that includes proof of the experience and staff expertise in the specific field, projected financials and references.
- (7) Portfolio that includes proof of the experience and staff expertise in the specific filed listed, resume of jobs completed and references.
- (8) Any additional licensing documentation specific for the service provided.
- (9) When applicable, proof of certification as a Native-Owned Business by another entity or organization along with a signed release of information to access records and the review process; and
- (10) Any other documentation or pertinent information required by PNTERO. Applicants missing documents from this subsection shall submit written justification for those missing items.

(e) PNTERO Vice Chairman shall have sole discretion in determining the legitimacy of submitted documentation. PNTERO Vice Chairman reserves the right to exempt any documentation requirement if deemed not necessary for the type of service provided.

(f) The PNTERO shall maintain a list of Certified Pawnee owned and Native owned businesses which will be supplied to the covered employers for their use.

Section 13. Recertification

Certified Native Owned Business must be recertified every two (2) years. Businesses wishing to maintain their status as a Certified Native Owned Business will need to submit all documentation as required in Section 12 at least ninety (90) business days prior to their two-year anniversary to allow adequate time for the recertification review and prevent a lapse in status.

Section 14. Decertification

(a) Certified Native Owned Business may be de-certified at any time for any one or more of the following:

- (1) Failure to meet the requirements of Section 12 of this Act.
- (2) Failure to notify PNTERO in writing of changes in ownership, operation and/or control status within thirty (30) business days after the change(s) have occurred.
- (3) Participation in illegal or prohibited activities; or
- (4) Subject to disciplinary action in another jurisdiction.

(b) A business de-certified by PNTERO is banned from reapplying for Native Owned Business Certification for two (2) years if it was banned for any reason except failure to recertify in time.

Section 15. Solicitation Process

(a) Native Owned Businesses shall be given preference as provided in this Act in any procurement process permitted under Fiscal Management Policies applicable to an Employer adopted by the Board of Trustees and, for all other Employers, or any other competitive solicitation or bid process that the Employer may use. An Employer shall be authorized to use standard evaluation tools to determine if a Native Owned Business has the experience, expertise, personnel and resources to provide goods or services on the schedule needed by that Employer. If a Native Owned Business is qualified and timely submits a responsive bid, that Native Owned Business shall receive the preference set forth in this Act.

(b) Any responsive and qualified Native Owned Business that timely bids on a project and is not the lowest responsive and qualified bid will be awarded the contract if their bid is within the applicable percentages of the lowest non-Native bidder. In the event of multiple responsive and qualified Native Owned Business bids, the lowest and most qualified will be awarded the contract. Applicable percentages are as follows, Contract Price Added Bidding Value:

- (1) Less than \$100,000: 10% of the lowest bid or a maximum of \$9,000.
- (2) At least \$100,000 but less than \$250,000: 8% of the lowest bid or a maximum of \$20,000.
- (3) At least \$250,000 but less than \$500,000: 6% of the lowest bid or a maximum of \$30,000.

- (4) At least \$500,000 but less than \$1 million: 5% of the lowest bid or a maximum of \$45,000.
 - (5) At least \$1 million but less than \$5 million: 3% of the lowest bid or a maximum of \$150,000.
 - (6) At least \$5 million but less than \$10 million: 2% of the lowest bid or a maximum of \$200,000; and
 - (7) \$10 million or more: 1% of the lowest bid, with no dollar limit.
- (c) The Native Owned Businesses preference does not prevent an Employer from rejecting a sole responsive bidder or rejecting all bids.
- (d) Employers are responsible for enforcing the solicitation process.

Section 16. Indian Preference: Hiring Regulations.

The PNTERO may promulgate regulations that impose numerical hiring goals and timetables that specify the minimum number of Natives an employer must hire, by craft, skill level, experience, and education or which establishes percentage-hiring goals for specified employment fields. All employers must adhere to the Indian Preference Law being regulated by Pawnee Nation Tribal Employment Rights Act.

Section 17. Training.

Employers, subject to the provisions of the Pawnee Nation Tribal Employment Rights Act herein, shall establish or participate in such training programs, as the Commission deems necessary to increase the pool of Natives eligible for employment within or outside the territorial jurisdiction of the Pawnee Nation.

Section 18. Hiring Hall.

The PNTERO is authorized to establish a hiring hall or skills bank and impose a requirement that no covered employer may hire a non-Native until the PNTERO hiring hall or bank has certified that no qualified Natives are not available to fill the vacancy, with first preference in referral to Natives. The PNTERO shall establish and administer a Tribal hiring hall to assist the employers in placing preferred (Natives) employees in job positions. An employer may recruit and hire workers from whatever sources are available to them to achieve the same preference hiring goals but is required to inform the PNTERO. The employer may not employ a non-local Native or non-Native until the employer has given the PNTERO 72 hours to locate and refer a qualified Native, whenever an opening is available.

Section 19. Job Qualifications.

No employer subject to the provisions of the Pawnee Nation Tribal Employment Rights Act shall use job qualification criteria or other personnel requirements that serve as barriers to Native employment as a reason for non-compliance with Indian preference law, unless the employer can demonstrate that such criteria or requirements are required by business necessity.

Section 20. Religious Freedom.

Employers shall make a reasonable accommodation to the religious beliefs of Native workers in accordance with Pawnee Nation's HR Policy and Procedures.

Section 21. Compliance of Act by Unions.

An employer, contractor or subcontractor having a collective bargaining agreement with one or more labor unions must obtain written agreement from said unions indicating that they will comply with this Act, and the rules, regulations, and orders of the PNTERO. Until such agreement is filed with the PNTERO, the employer may not commence work within the territorial jurisdiction of the Pawnee Nation of Oklahoma. Every union agreement with an employer must be filed with the PNTERO and:

- (a) No person shall be required, as a condition of employment or continuation of employment, to:
 - (1) Resign or refrain from voluntary membership in, voluntary affiliation with, or voluntary financial support of a labor union,
 - (2) Become or remain a member of a labor union,
 - (3) Pay dues, fees, assessments, or other charges of any kind or amount to a labor union,
 - (4) Be recommended, approved, referred, or cleared by or through a labor union.
- (b) It shall be unlawful to deduct from the wages, earnings, or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor union unless the employee has first authorized such deduction.
- (c) The provisions of this section shall apply to all employment agreements entered between the employer and PNTERO.
- (d) Any person sustaining injury because of any violation or threatened violation of the provisions of this section shall be entitled to injunctive relief against any and all violators or persons threatening violation.
- (e) In cooperation with the PNTERO and the Union, in all respects and assist in the compliance with, and enforcement of, this Act and related regulations and agreement.
- (f) Training Programs shall be established by the Union apprenticeship programs such as journeyman upgrade and advanced apprenticeship programs.
- (g) Recognition of Unions: Nothing herein or any activity by the Commission authorized hereby shall constitute official Tribal recognition of any Union or Tribal endorsement of any Union activities within the Pawnee Nation of Oklahoma. No Union activities shall take place without prior approval by the Pawnee Nation Business Council.
- (h) No Waiver of Sovereign Immunity: Nothing in this Act is a waiver of the Pawnee Nation of Oklahoma sovereign immunity as against any person, agency, or governmental entity including, but not limited to, the Federal Office of Contract Compliance. Nothing in this Act is a "consent to be sued" as defined by the Pawnee Nation Tribal Codes.

Section 22. Employment Rights Fee.

An Employment Rights Fee is necessary to raise revenue for the operation of the PNTERO and is hereby authorized to be imposed by the Employment Rights Office.

(a) Every covered employer or entity with a construction contract, oil and gas contract, or a cattle processing facility in the sum of \$1,000 or more shall pay a fee of the total amount of the contract i.e., equipment, labor, materials and operations, and any increase of the contract/project or sub- contract amount. If the employer or entity initially enters into a contract/project or subcontract of less than \$1,000 but subsequently increases costs to \$1,000 or more the fee shall apply to the total amount including increases. The employer or entity, prior to commencing work in the Pawnee Nation’s territorial jurisdiction, shall pay such fee. However, where good cause is shown, the Director may authorize a construction contractor to pay said fee in installments over the course of the contract.

(b) The fee rates for projects costs are as follows:

(1)	\$0 – \$1,000:	n/a
(2)	\$1,001 – \$99,999	5%
(3)	\$100,000 – \$999,999	4%
(4)	\$1,000,000 – \$9,999,999	3%
(5)	\$10,000,000 – \$15,000,000	2%
(6)	\$15,000,000+	1%

(c) Compliance fees must be paid by the Employer prior to commencing work on PNTERO jurisdiction lands.

(d) The Director has the authority to negotiate alternative compliance fees of projects that partially overlap PNTERO jurisdiction lands per a memorandum of understanding (MOU). All MOU’s are subject to approval by the TERO Director and TERO Commissioners, with final approval and implementation coming from the Pawnee Business Council.

(e) Any construction projects utilizing Pawnee Nation funds shall not be assessed any fee. However, Tribal projects shall be required to maintain a compliance plan with the

PNTERO. Federal funds being administered by Pawnee Nation shall be assessed fees and follow the compliance plan.

- (f) Every covered employer or entity, other than construction contractors, with five (5) or more employees working within the Pawnee Nation's territorial jurisdiction with gross sales of \$1,000 or more shall pay a quarterly fee of 5% of the employee's quarterly payroll which shall be paid within 30 days after the end of each quarter. This fee shall not apply to education, health, governmental, or non-profit employers or to utilities franchised by the Pawnee Nation.
- (g) PNTERO shall collect the fee and shall provide for an efficient and orderly fee collection process.

Section 23. Reporting and On-Site Inspections.

Employers shall submit reports and other information requested by the TERO Director. The Director and its representative shall have the right to make on-site inspections at any time to monitor any employer's compliance plan with the Pawnee Nation Employment Rights Act and rules, regulations and orders of the PNTERO. The Director shall have the right to inspect and copy all relevant records of any employer, or any signatory union or subcontractor, and shall have a right to speak to workers and conduct investigations on job sites.

Section 24. Complaints.

- (a) Parties Entitled to File Complaints. The following shall have a right to file a complaint with the PNTERO:
 - (1) Director. If the Director has cause to believe that an employer, contractor, subcontractor, or union has failed to comply with the Pawnee Nation Tribal Employment Rights Act or any rules, regulations or orders of the commission, the Director may file a complaint for the employee and notify such party/entity of the alleged violations and begin the investigation process in pursuant to Section 25 and 26.
 - (2) Individual Native. If any Native believes that an employer has failed to comply with the Pawnee Nation Tribal Employment Rights Act or rules, regulations or orders of the Commission, or believes he/she has been discriminated against by an employer because he/she is a Native or their employment rights have been violated, he/she may file a complaint with the Director within seventy-two (72) hours specifying the alleged violation. If any employer fires, lays off, or penalizes in retaliation to the Native employee for utilizing the individual complaint procedure, or any other rights provided herein, the employer shall be subject to the penalties provided in Section 27 herein.
 - (3) Employer or Union Complaint Procedure. If an employer or union believes that any provision of the Pawnee Nation Tribal Employment Rights Act or any rules, regulations or orders of the Commission is illegal or erroneous, it may file a

complaint with the Commission specifying the alleged illegality or error.

Section 25. Investigations.

- (a) Investigation Deadline. The Director shall, within five (5) business days of the date on which a complaint is filed, complete an investigation of every complaint unless the Director requests and is granted an extension by the Commissioners, which shall be for no more than ten (10) business days.

- (b) Investigatory Authority of Directory. The Director or the designee may enter, during business hours, the place of business or employment of any employer for the purpose of such investigations and may require the covered employer or entity to submit such reports as he/she deems necessary to monitor compliance with the requirements of Section 08 herein and any rule or order hereunder. When requesting any reports or other information from a covered employer, the Director shall request that the covered employer identify all material which contains trade secrets or privileged or confidential commercial, financial, or employment information. Any material so identified shall be kept confidential by the Director unless, on the request of the Director or other interested party, the Commissioners determines that the material does not contain confidential information, the release of which would cause unnecessary or excessive business or financial injury or would invade individual privacy. If upon investigation, the Director has reason to believe a violation has occurred, he/she shall proceed pursuant to provisions of Section 27 herein.

Section 26. Investigatory Powers of Director and Commission.

- (a) Power to Require Testimony and Production of Records. For the purpose of investigations or hearings which, in the opinion of the Director or the Commission, are necessary and proper for the enforcement of the Pawnee Nation Tribal Employment Rights Act herein, a Commissioner, the Director, or any field compliance officer designated by the Director may administer oaths or affirmations, subpoena witnesses, take evidence, and require, by citation, the production of books, papers, contracts, agreements, or other documents, records, or information which the Director or the Commission deems relevant material to the inquiry.

- (b) Confidentiality of Records.
Any state or federal tax records, trade secrets, or privileged or confidential commercial, financial, employment information subpoenaed pursuant to this section or used in a compliance hearing or subsequent appeal to the Pawnee Nation's District Court, shall be confidential records of the Commission, shall not be opened to public inspection, and shall be used only by the Director, the Commission, parties to a compliance hearing or subsequent appeal to the Pawnee Nation's District Court.

Any Party found to have breached confidentiality, as required by the Act, may be subject to discipline and will be considered as having acted outside their scope of responsibilities and as such, may be personally liable for the release of information.

Section 27. Enforcement.

- (a) Notification of Violation. When, after conducting an investigation, initiated by a complaint pursuant to Section 24 herein, the Director has reason to believe a violation of the Pawnee Nation Tribal Employment Rights Act herein or regulations issued pursuant to it has occurred, the Director shall notify the covered employer or entity in writing specifying the alleged violations. The Director may withhold the names(s) of the complaining party if he/she has reason to believe such party shall be subject to retaliation. The Director shall seek to achieve an informal settlement of the alleged violation. If he/she is unable to do so, he/she shall issue a formal notice of non-compliance, which shall also advise the covered employer or entity of his/her right to request a hearing.
- (b) Formal Notice of Non-Compliance. The formal notice shall set out the notice of the alleged violation and the steps that must be taken to come into compliance. It shall provide the employer or entity with a reasonable time to comply, which in no event shall be less than five (5) business days from the date of receipt of such notice, unless the Director has reason to believe irreparable harm will occur during that period, in which case the Director may require that compliance occur within fewer than five (5) business days.
- (c) Request for Hearing. If the party fails or refused to comply, the party may request a hearing before the Commission which shall be held no sooner than five (5) business days and no later than thirty (30) business days after the date for compliance set forth in the Director's notification to the party charged of a violation, unless an expedited hearing is deemed necessary by the Commission to avoid irreparable harm. If a party fails or refuses to comply and does not request a hearing, the Commission may proceed pursuant to Section 29 and Section 38 herein.
- (d) Bond During Pendency of Proceedings. If the party request a hearing pursuant to Section 27 (c) herein, and the Director has good cause to believe there is a danger to the party requesting the hearing will remove itself or its property from the jurisdiction of the Pawnee Nation prior to the hearing, he/she may, in their discretion, require the party to post a bond with the Commission in an amount sufficient to cover possible monetary damages that may be assessed against the party at the hearing. If the party fails or refuses to post said bond, the Commission may proceed pursuant to Section 27 (f). The Director may also petition the Pawnee Nation's District Court for such interim and injunctive relief as is appropriate to protect the rights of the Commission and other parties during the pendency of the complaint and hearing proceedings.
- (e) Conduct of Hearings. Any hearing held pursuant to Section 27 herein shall be conducted by the Commission. Hearings shall be governed by the following rules or procedures:
- (1) All parties may present testimony of witnesses and other evidence.

- (2) The Commission may have the advice and assistance at the hearing of counsel provided by the Pawnee Nation unless the Pawnee Nation is the entity during this process which reflects as conflict of interest.
 - (3) The Chairman of the Commission or the Vice-Chairman shall preside, and the Commission shall proceed to ascertain the facts in a reasonable and orderly fashion.
 - (4) The Commission may consider any evidence, which it deems relevant to the hearing and conduct of the hearing shall be governed by the rules of practice and procedure that may be adopted by the Commission.
 - (5) The Commission shall not be bound by technical rules of evidence in the conduct of hearings, and no informality in any proceeding, as in the manner of taking testimony, shall invalidate an order, decision, rule or regulation made, approved or confirmed by the Commission.
 - (6) The hearing may be adjourned, postponed, and continued at the discretion of the Commission.
 - (7) At the final close of the hearing, the Commission may take immediate action or take the matter under advisement.
 - (8) In any hearing before the Commission where the issue is in compliancy by an employer with any of the requirements and provisions of the Pawnee Nation Tribal Employment Rights Act, the burden of proof shall be on the employer, rather than on the employee or other complainant to show said compliance.
 - (9) The PNTERO shall notify all parties within thirty (30) business days after the last hearing of its decision in the matter.
 - (10) No stenographic record of the proceedings and testimony shall be required except upon arrangement by, and at the cost of the party charged.
- (f) Remedies Upon Commission Determination. If, after the hearing, the Commission determines that the alleged violation occurred and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:
- (1) Deny such party the right to commence business within the territorial jurisdiction of the Pawnee Nation.
 - (2) Suspend such party's operation within the territorial jurisdiction of the Pawnee Nation.
 - (3) Terminate the party within the territorial jurisdiction of the Pawnee Nation.
 - (4) Deny the right to such party to conduct any further business within the territorial jurisdiction of the Pawnee Nation.
 - (5) Impose a sanction on such party in an amount to be determined on a case by case basis by the Commission for each violation, provided that each day during which a violation exists shall constitute a separate violation.
 - (6) Order such party to dismiss/terminate any employee in violation of the Pawnee Nation Tribal Employment Rights Act, requirements and regulations set forth by the Commissioners.

- (7) Require employment promotion and training of Natives impaired by the violation.
- (8) Order the party to take such action as in necessary to ensure compliance with the Code of Laws of the Pawnee Nation or to remedy any harm caused by a violation of said chapter, consistent with the requirements of the Indian Civil Rights Act, 25 U.S.C 1301 et seq.

(g) Commission Decision: Protection.

The Commission's decision shall be in writing and shall be served on the charged party by registered mail or in person no later than thirty (30) business days after the close of the hearing provided in Section 27 (e). The decision shall consist of the following parts, in the following order:

- (1) The facts as found to be true by the Commission,
- (2) The finding of violation or no violation on each charge along with the legal factual basis for the finding,
- (3) The orders of sanctions imposed, if any,
- (4) Information on rights to appeal,
- (5) Information on the authority of the Commission to act if the party fails to comply with its orders or fail to appeal; and,
- (6) The injunctive or bonding requirements, if any, that the Commission will seek from the court pending the completion of the appeal if an appeal is filed.

Where the party's failure to comply with the Commission's orders within seventy two (72) hours of the date of the letter may cause irreparable harm, the Commission may move the Pawnee Nation's District Court to grant such injunctive relief as necessary to preserve the rights of the beneficiaries of the Pawnee Nation Tribal Employment Rights Act herein, pending the party's appeal or expiration of the time for appeal in pursuant of Section 28 (a).

Section 28. Appeals.

- (a) Manner of Taking Appeal. Any party adversely affected thereby may take an appeal to the Pawnee Nation's District Court from any final order of the Commission. Said appeal must be filed with the Pawnee Nation's District Court no later than twenty (20) business days after the party receives a copy of the Commission's decision. The appeal shall be taken by serving written notice of appeal with the Pawnee Nation's District Court, with a copy to the Director, within twenty (20) business days after the date of the entry of the order. The notice of appeal shall set forth the order from which appeal is taken; specify the grounds upon which reversal or modification of the order is sought; and is signed by the appellant.
- (b) Stay of Commission Order Pending Appeal, Bond. The order of the Commission shall be stayed pending the determination of the Pawnee Nation's District Court, provided that such stay may be conditioned upon the posting of a bond if the Director petitions for a bond, for good cause shown, orders the appealing party to post 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 Pawnee Nation's District Court.

- (c) Standard of Review. The decision of the Commission must be proven or shown to be arbitrary, capricious or in excess of the authority of the Commission with the Pawnee Nation's District Court.

- (d) Reversal on Appeal. If the order of the Commission is reversed or modified, the Pawnee Nation's District Court shall by its mandate specifically direct the commission as to further action in the matter, including making and entering any order or orders in connection therewith and the limitations, or conditions to be contained therein.

- (e) Enforcement of Commission Order. If the Commission's order is upheld on appeal, or if no appeal is sought within twenty (20) business days from the date of the party's receipt of the Commission's order, the Commission shall petition to 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.

Section 29. Confiscation and Sale.

If twenty-one (21) business days after a decision by the Commission pursuant to Section 27 (f), no appeal has been filed, or thirty (30) business days after a decision by the Court on an appeal from a decision by the Commission pursuant to Section 28 (e), a party has failed to pay monetary damages imposed on it or otherwise complied with an order of the Commission or the Court, the Commission may petition the Court to order the Nation's Police to confiscate, and hold for sale, such property of the party as is necessary to ensure payment of said monetary 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 Nation's District Court, the value of which approximates the amount of monetary damages at issue. If the Court finds the petition to be valid, it shall order the Pawnee Nation's Police to confiscate and hold said property or as much available. The Pawnee Nation's Police 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, thirty (30) business days after confiscation, the party has not come into compliance, the Court shall order the police to sell said property and use the proceeds to pay any outstanding monetary damages imposed by the Commission and all costs incurred by the Court and the Police in the confiscation and sale. Any proceeds remaining shall be returned to the party.

Section 30. Orders to Police.

With approval from the Commissioners, the Pawnee Nation's Police are hereby expressly authorized and directed to enforce this Act as they would any other law of the Pawnee Nation, and they shall have the power to stop any and all activities that are in violation of this Act as may be described by the Director.

Section 31. Publication of Law.

- (a) The Commission shall notify all covered employers of the Pawnee Nation Tribal Employment Rights Act and their obligation to comply. All bid announcements issued by any Tribal, Federal, State or other private or public entity shall contain statement that the

successful bidder will be obligated to comply with the Pawnee Nation Tribal Employment Rights Act and all rules, regulations and orders of the Commission.

- (b) All Tribal agencies responsible for issuing business permits for activities within the territorial jurisdiction of the Pawnee Nation of Oklahoma or otherwise engaged in activities involving contact with prospective employers within the Pawnee Nation shall be responsible for advising such prospective employers of their obligations under the Pawnee Nation Tribal Employment Rights Act and the rules, regulations and orders of the Commission.
- (c) The PNTERO shall send a copy of the Pawnee Nation Employment Rights Act to every employer doing business within the territorial jurisdiction of the Pawnee Nation of Oklahoma.

Section 32. Compliance Plan.

As of the effective date of the PNTERO Act, no new employer may do business with the Pawnee Nation of Oklahoma until it has consulted with the PNTERO and has negotiated and signed a Compliance Plan approved by the PNTERO Director prior to conducting of business for meeting its obligations under this law. A compliance plan shall be used to monitor covered employer's compliance with this Act. Compliance plan requirements and goals may be tailored to the individual circumstances of the construction contractor to maximize Native employment and Native owned business in contracting. A compliance plan shall constitute a binding agreement; the terms of which shall be fully enforceable by the PNTERO.

Failure to obtain or adhere to the terms of approved compliance plan, or knowingly supply false or misleading information to the PNTERO shall be subject to the non-complying party to monetary penalties of a \$1,000.00 per violation, per day. If TERO client is not being utilized, the project shall be shut down until all parts of the compliance plan is being utilized.

Construction contractors engaged in work without an approved compliance plan shall be required to stop all work and fined \$1,000 per day until an acceptable plan is agreed upon and submitted to the PNTERO.

Section 33. Applicability.

The PNTERO Act shall be binding on all covered employers whether or not they have previously operated on lands under the jurisdiction of the Pawnee Nation and whether or not they are doing so at the time of the implementation of the Pawnee Nation Tribal Employment Rights Act.

Section 34. Severability.

If any portion of the Pawnee Nation Tribal Employment Rights Act shall be ruled invalid by the Pawnee Nation District Court, that portion shall cease to be valid, but the remainder of the Act shall continue in full force and effect.

Section 35. Effective Date.

The Pawnee Nation Tribal Employment Rights Act shall be effective from the date of its approval by the Pawnee Nation Business Council.

Section 36. Oil and Gas Activities.

- (a) Prior to beginning a new project on or near the Reservation, the Tribes request that an entity engaged in activity is subject to Pawnee Nation Title XIII to notify PNTERO of its intentions. PNTERO shall consult with all such entities to assist in carrying out the contracting and subcontracting preference policy herein. For each such entity, PNTERO shall ascertain what contracts and subcontracts the entity expects to allow based on the availability of certified firms. PNTERO shall determine how many certified firms should be utilized for the entity to honor the voluntary policy.
- (b) PNTERO shall monitor all entities engaged in activity subject to Pawnee Nation Title XIII to determine whether the policy of that title is being honored. Following appropriate consultation and investigation, PNTERO shall issue certificates of compliance to entities honoring the policy and certification of non-compliance to entities not honoring the policy. Entities without good cause refusing PNTERO access to information is necessary to make such determination shall be issued a certificate of non-compliance, see Section 37.
- (c) Upon Request, PNTERO shall provide any entity engaged in activity subject to Pawnee Nation Title XIII with copies of the list of certified entities maintained pursuant to this Act.

Section 37. Liaison Officers.

Requirement for liaison officers:

- (a) Any covered entity engaged in;
 - (1) Geophysical exploration on trust land.
 - (2) Drilling for oil and gas on trust land; or
 - (3) Geophysical exploration or drilling for oil and gas on fee land where a right-of-way has.
 - (4) Been granted across trust land to facilitate the activity on fee land, shall employ a liaison officer.
- (b) Any covered entity constructing a road, power line, telephone line, water line, sewer line, or oil or gas transportation line or other public utility:
 - (1) Across trust land.
 - (2) Across fee land if a right-of-way has been granted across trust land to facilitate the construction, shall employ a Liaison Officer if the total cost of the project is expected to exceed twenty thousand dollars (\$20,000).
- (c) Duration: The Liaison Officer shall be employed:
 - (1) On a geophysical project or project subject to Section 36 (b) and Pawnee Nation Title XIII from the start of the project, ordinarily beginning with the surveying, through the final inspection of the Tribes.
 - (2) On drilling for oil and gas from site preparation through completion, or plugging and abandonment, of the well.
- (d) Duties. The duties of the Liaison Officer shall be as follows:

- (1) Act of liaison between the covered entity and the Pawnee Nation of Oklahoma.
- (2) Detour projects around Tribal historical sites to the extent feasible.
- (3) Inspect the right-of-way or the permitted or leased area for the condition of the land, live-stock, and fencing prior to the project's start, during the project and at the completion and final inspection of the project or termination of the Liaison Officer's duties as stated in Section 36 (c).
- (4) Report all violations of land damage, fire, employee discrimination, and PNTERO regulations and complaints to the proper authorities.
- (5) File Director's report to the Commissioners.

(e) Compensation. The Liaison Officer shall be paid by the covered entity according to a rate of compensation established by the Director of PNTERO with the approval of the Commissioners.

Section 38. Non-Compliance Fees.

A person(s) or entities is in non-compliance when said person(s) or entities goes against the Indian Preference Act and/or is not following the Compliance Plan set forth in Section 3.2. If deemed non-compliant by the PNTERO, person(s) or entities shall be subject to fines set accordingly to Commissioners. If there are more than three (3) offenses against person(s) and/or entities shall add \$500 to each total thereafter.

- (1) First offense results in \$500 fine.
- (2) Second offense results in \$1,000 fine.
- (3) Third and subsequent shall be \$1,500.

As amended in 2007 by Resolution #07-02. Section 16. (a) was modified by Council action on March 24, 2010.

As Amended in 2012 by Resolution #12-33. Ordinance was modified by Council action on August 22, 2012.

As amended in 2018 by Resolution #18-38. Ordinance was modified by Council action on July 18, 2018.

As amended in 2020 by Resolution #20-76. Act was modified by Council action on September 22, 2020.

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