



United States Department of the Interior
Bureau of Indian Affairs
Northern Cheyenne Agency
P.O. Box 40
Lame Deer, MT 59043

IN REPLY REFER TO:
EXECUTIVE DIRECTION

Electronic Delivery

Serena Wetherelt, President
Northern Cheyenne Tribe
P.O. Box 128
Lame Deer, MT 59043

Dear President Wetherelt:

This is in reference to Northern Cheyenne Tribal Council Ordinance No. DOI-019 (2024) enacted on July 15, 2024 and received on July 16, 2024.

Ordinance No. DOI-019 (2024) establishes employment and contracting law for the Northern Cheyenne Reservation and other purposes.

Ordinance No. DOI-019 (2024) is hereby approved. The Northern Cheyenne Tribal Council has the authority to take this action pursuant to Article IV, Section 1 (r) of the Amended Constitution and Bylaws of the Northern Cheyenne Tribe.

Pursuant to Article IV, Section 4 of the Amended Constitution and Bylaws of the Northern Cheyenne Tribe, the Superintendent has authority to respond to said ordinance.

All necessary copies of this ordinance have been retained for our files.

Sincerely,

**ANDREW
WERK**

Digitally signed by
ANDREW WERK
Date: 2024.07.24
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Superintendent

Enclosure

**TRIBAL COUNCIL OF THE NORTHERN CHEYENNE NORTHERN
CHEYENNE RESERVATION
LAME DEER, MONTANA**

ORDINANCE NO. DOI-019 (2024)

Law and Order Code No. 7719

**AN ORDINANCE OF THE NORTHERN CHEYENNE TRIBAL COUNCIL
ESTABLISHING EMPLOYMENT AND CONTRACTING LAW FOR THE
NORTHERN CHEYENNE RESERVATION AND FOR OTHER PURPOSES.**

BE IT ORDAINED (as follows:)

1. Scope of Coverage:

This Ordinance shall apply to all areas within the exterior boundaries of the Northern Cheyenne Reservation and to all lands subject to the jurisdiction of the Northern Cheyenne Tribal Council. It shall be binding on all covered employers as to all employment within the Northern Cheyenne Reservation, and on all covered entities as to all covered contracts. Such employers and entities are covered regardless of whether their headquarters or principal place of business is on or off the Northern Cheyenne Reservation, and regardless of whether they were already engaged in commerce on the Northern Cheyenne Reservation on the date of enactment of this Ordinance or whether first engaged in commerce on the Northern Cheyenne Reservation after the date of this enactment.

2. Sovereign Immunity:

The Northern Cheyenne Tribe, Tribal Council, Officers, Agents, Employees, and all other constituent components, including the Tribal Employment Rights Office, TERO Director and the Commission established pursuant to this Ordinance, are immune from suit in any jurisdiction except to the extent that such immunity has been or will be expressly and unequivocally waived by the Tribal Council. Nothing in this Ordinance shall be construed as waiving the sovereign immunity of the Northern Cheyenne Tribe, Tribal Council, Officers, Agents, Employees, or any of its constituent components, including, but not limited to, the Tribal Employment Rights Office.

3. Tribal Employment Rights Commission:

- A. There is hereby established a Tribal Employment Rights Commission (Commission) of the Northern Cheyenne Reservation.
- B. The Commission shall be composed of five Tribal members from each of the Reservation Districts so that each Reservation District has a representative on the Commission. Tribal Council members and the Tribal President cannot serve on the TERO Commission. A Commission member must reside in the district he or

she represents. An individual that moves outside of his or her District while he or she is sitting on the TERO Commission shall automatically forfeit his or her seat. The terms of the Commissioners shall be concurrent with the term of the Tribal President. Commission members shall sit until their successors are appointed. The Commissioners shall receive compensation for their services in the amount of \$125.00 per meeting or day of service. Commissioners shall also receive a \$50.00 show-up fee for meetings attended at which no quorum is attained."

- C. Powers of the Commission. The Commission shall be responsible for carrying out the purpose of this Ordinance and shall have the following powers:
1. "To recommend the promulgation, amendment, and rescission of laws, regulations, and guidelines as are necessary to carry out the provisions of this Ordinance."
 2. To negotiate cooperative agreements with Federal employment and Contracting Rights Agencies such as Equal Employment Opportunity Commission and Office of Federal Contract Compliance Program to aid in the elimination of discrimination against Indians both on and off the Northern Cheyenne Reservation."
 3. The Commission hires and fires the TERO Director.
 4. TERO Commissioners report quarterly to the Tribal Council.
 5. To serve as an Appeals Board for sanctions imposed by the Director.
 6. "To approve an annual budget for submission to the Tribal President by the first Monday of August of each year."
 7. "The Commission may direct the operations of the TERO Program without previous authorization or subsequent approval from the Tribal President. However, the Tribal President shall have the right to review any administrative action taken by the Commission and reverse the Commission's decision regarding such action. A decision by the Commission regarding any appeal or regulatory matter is not subject to review by the Tribal President."
- D. "Resignation or Removal of a Commissioner. At any time, a Commission member may voluntarily resign his position or may be removed by a majority vote of the TERO Commission for cause. Missing three consecutive Commission meetings without acceptable justification shall constitute sufficient cause. Standards of conduct that govern Tribal Officials, Tribal Judges and Tribal employees shall apply to Commission members and may be used as standards in determining whether there is sufficient cause to remove a Commission member.

A Commission member must be given an opportunity to appear before the remaining members and be heard prior to being removed. A Commission member may also be removed from the Commission without cause by the Tribal President with the concurrence of the Tribal Council.'

- E. "Commission Ethics. It is hereby accepted and declared that high ethical standards will be observed and maintained by all members of the Commission and that these standards are essential for the conduct of business. These high standards will be promoted in all business affairs of the Commission. The principles set forth below will guide the Commissioner's conduct, except as may be otherwise specifically required or permitted by Tribal or Federal law. A Commission member shall:
1. Discharge the duties and exercise the powers of the Commission in good faith and in a manner that the Commission believes will best serve the best interests of the Commission.
 2. Not accept any compensation, gratuity, benefit, or advantage (other than duly authorized) from any source other than the Commission in return for exercising or abstaining from exercising any duty or right of office in any way.
 3. Not use TERO program money, property, or personnel for personal benefit.
 4. Not disclose or use for personal gain any confidential information.
 5. Not knowingly falsify, alter, conceal, or destroy any official book, record, account, or other document of the TERO Office.
 6. Not present or pay any charge or claim against the TERO Office that the Commission knows to be improper.
 7. Not knowingly make any false statement in any official statement, record, certificate, or other document, presented on behalf of the TERO Office, which has any adverse effect on significant interests of the TERO Office or its operations.
 8. Not knowingly make a statement on behalf of the TERO Commission that is not supported by the Commission."
 9. Commissioners shall be subject to drug testing and enforcement in accordance with Tribal policies.
 10. The Commission must maintain written standards of conduct covering conflicts of interest and governing the actions of its Board or employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Commission may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or

parties to subcontracts. However, the Commission may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Commission.

4. Tribal Employment Rights Office Director:

- A. "The Director of the Tribal Employment Rights Office may only be hired and terminated by the TERO Commission as concurred by the Tribal President."
- B. The Director shall have authority to hire staff in accordance with the Northern Cheyenne Personnel Policies Procedures to obtain and expend funds as budgeted by the TERO Commission.
- C. "The Director shall have primary responsibility for day-to-day oversight of the operations of the Tribal Employment Rights Office and its employees and shall represent the office in enforcement policies. The Director shall report directly to the TERO Commission."
- D. "The Director shall administer the policies, authorities, and duties prescribed for him or her in this Ordinance and such other duties as may be delegated, in writing by the Commission." The President no longer may delegate authority to the Director.
- E. The Director's Employment Classification shall fall under Regular/Full-Time Employee, per the (Northern Cheyenne Personell Manual under Section 2 II. A.) "A regular full-time employee is one who has successfully completed the probationary period and is customarily scheduled to work 40 hours weekly. Regular full-time employees are eligible to receive all employee benefits provided by the Tribe."

5. Responsibilities of the Tribal Employment Rights Office:

- A. The Tribal Employment Rights Office shall develop and keep updated a list of Indian Contractors available to perform work on the Northern Cheyenne Reservation.
- B. To impose numerical hiring goals and timetables that specify the minimum number of Indians a covered employer must have by craft or skill level.
- C. To require covered employers to establish or participate in training programs as the TERO Office determines.
- D. To impose contract and sub-contract requirements which provide preference to Indian owned firms and to establish and operate a system for certifying firms as eligible for such preference.

- E. To establish counseling programs to assist Indians in obtaining and retaining employment.
- F. To impose sanctions for non-compliance or deliberate violation of the Tribal Employment Rights Ordinance.

6. Employment and Contracting Rights Fees:

- A. To raise revenue for the operation of the Tribal Employment Rights Office and Commission, an employment and contracting rights fee is hereby imposed as follows:
 - 1. With respect to each contract of \$150,000 .00 or more on the Northern Cheyenne Reservation, the contractor shall pay a one-time fee of 5% of the total contract, plus a fee of 1% of any increase in the contract amount. If a contractor initially enters a construction contract of less than \$150,000.00, but subsequent increases result in a total contract amount of \$150,000.00 or more, the fee shall apply to the total contract amount, including change orders and increases.
 - 2. For Contracts under \$150,000 .00 the fee assessed will be 4% of the total contract. Contracts under \$10,000 .00 the fee assessed will be 3%. Contracts \$500 - \$5,000 the fee assessed will be 2%.
 - 3. Northern Cheyenne Tribal Member Owned contractor(s) shall pay a fee assessed at 2% for any contract amount \$500-Over \$150,000.00.
 - 4. For purposes of this section, contractors include without limitation those enumerated in the Standard Industrial Classification Manual of 1972 prepared by the Statistical Policy Division of the Office of Management and Budget, Office of the President. Vendors providing delivery of groceries shall not be considered contractors for purposes of this ordinance. Vendors providing heating and electrical and telephone services shall be considered Service Call Employers since an agreement is entered into between the vendor and the customer.
 - 5. The fee provided for in this Ordinance shall be paid by the Contractor prior to commencing work on the Reservation. However, where good cause is shown, the Director may authorize the Contractor to pay the fee in installments to coincide with the payment schedule in accordance to the contract, over the duration of the Contract.
 - i By signing the TERO Compliance Plan/Agreement, the contractor is legally bound to make all payments to the Tribal Employment Rights Office in a timely manner under the

payment schedule put forth in this Ordinance, and is subject to sanctions or fines in accordance with this Ordinance.

- ii Timely manner payments are to be paid within 30 days of receiving an invoice, non-payments after the 30-day billing cycle are subject to fines not to exceed \$500.00. Non-payment after 60 days or 2 billing cycles are subject to fines not to exceed \$1,000.00. Non-payment after 90 days or 3 billing cycles are subject to payments being withheld or stop-work order implemented until appropriate corrective action is taken by the contractor to regain compliance.
6. The Director shall be responsible for collecting all employment and contracting right fees pursuant to any rules and regulations that may be adopted by the Commission.
 7. All fees shall be deposited in Central Finance identified as a separate line item and shall be utilized by the Tribal Employment Rights Office.
 8. Any Contractor who fails to pay the fee imposed shall be subject to the remedial actions provided for in this Ordinance.
 9. In the event of an emergency, where the Northern Cheyenne Tribe or Bureau of Indian Affairs has a responsibility to respond immediately, contractors will be billed for TERO fees upon completion of their obligation under the contractual agreement with the Northern Cheyenne Tribe or Bureau of Indian Affairs.
 10. Contracts less than \$5000 .00 in these emergency situations Will be exempt from TERO Fees.
 11. In the emergency situation, where aircraft are involved, or where the contractor does not physically come to the Reservation to do the work, but the benefit is still justified to the Northern Cheyenne Tribe and it members, the TERO Office, shall contact the Home Office of that Contractor and negotiate a TERO fee in accordance with services provided by the TERO Office. Fee waivers in these situations will be at the discretion of the TERO Office. Fire retardant aircraft will be exempt from TERO Fees in these situations.
 12. TERO Fees may not be waived.

7. Reports and Monitoring:

- A. All entities engaged in any aspect of business activity on the Reservation shall submit reports and any other information as requested by the Tribal Employment Rights Office. Entities and programs engaged in contract letting, shall furnish a copy of the awarded contract to the Tribal Employment Rights Office by mail or electronic mail within 5 business days of awarding a contract.

- B. Employees of the TERO Office shall have the right to make on-site inspections during regular working hours and to monitor any entity's compliance with this law or any regulations or rules adopted by the Commission.
- C. Employees of the TERO Office shall have the right to inspect and copy all relevant records of an entity, of the entity's signatory union or sub-contractors, to speak with workers on the job site and to engage in similar investigative activities. All information collected by the TERO Office shall be kept confidential unless disclosure is required for an investigation or hearing during the appeal process.
- D. In the event of emergency situations, the TERO Office will assign staff personnel to the operations center for the purpose of Certifying Contractors, issuing and approving compliance plans and issuing work permits. The staff will monitor employee referrals and placements to the contractors who are working in the emergency area to maximize employment of local Indians.
- E. In reference to forest fires on the Northern Cheyenne Indian Reservation, the Incident Commander of the BIA will work with the Tribal Liaison Officer for local job referrals and job placements.

8. Indian Preference in Employment:

- A. All covered employers, for all positions involving employment within the Northern Cheyenne Reservation shall give preference to qualified Indians in all hiring, promotion, training, and all other aspects of employment. Such employers shall comply with all applicable rules, regulations, and guidelines, of the Tribal Employment Rights office.
- B. The employment preference provided for in the Ordinance shall be given according to the following priority: First preference to enrolled members of the Northern Cheyenne Tribe. Second preference is spouses of Tribal Members who are not members of the Northern Cheyenne Tribe. Third preference to members of other federally recognized Tribes.
- C. In any instance in which applicable federal law or regulations prohibit a preference based upon membership in a particular tribe, the employment preference shall be given according to the follow priority: First preference to local Indians: Second preference to other Indians.

9. Work Permits:

- A. Any person who is not a Northern Cheyenne Tribal member shall not be employed by a covered employer until he has obtained a Work Permit from the TERO Office.

- B. Work Permits shall be granted under the following circumstances:
1. All key regular permanent employees.
 2. To a person employed by a covered employer where the person is employed on the Northern Cheyenne Reservation in a permanent or temporary position, and he/she began his employment before the effective date to this Ordinance.
- C. To such other persons that the TERO Office determines are entitled to a permit.
- D. Work Permits may be withdrawn for cause as determined by the TERO Office.

10. Indian Preference in Contracting and Sub-contracting:

- A. The Indian contract preference requirements set out in this Ordinance shall apply to:
- All contracts and sub-contracts which are not directly federally funded projects.
 - All contracts and sub-contracts which are federally funded. The Northern Cheyenne Tribe must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services with Federal funds are current and include enough qualified sources to ensure maximum open and free competition. Also, the Northern Cheyenne Tribe must not preclude potential uncertified firms and non-Indian bidders from qualifying during the solicitation period and must permit such firms to bid/offer on such solicitations.
 - All sub-contractors on direct federal contracts which are for the benefit of Indians, and which therefore are covered by Section 7(b) of the Indian Self-Determination Act (PL. 93-638, US U.S.C 5307).
- B. First preference shall be given to Indian preference firms certified by the Director as being 51% or more owned and controlled by Indians as defined in Section 11.
- C. Each entity letting contracts for construction work on the Northern Cheyenne Reservation shall comply with the following requirements when letting a contract:
1. The entity shall obtain from the Tribal Employment Rights Office a list of available Indian sub-contractors.
 2. The entity shall send summaries of the proposed contract to the Indian firms on that list to determine if any Indian Contractor is interested and qualified to bid on the proposed contract.
 3. If more than one Indian firm expresses an interest in the contract and they are qualified to perform it, the entity shall restrict competition to those Indian firms,

unless funded with federal funds in which case non-Indian firms must be permitted to bid.

4. The entity letting the contract shall award the contract to the qualified Indian firm submitting the lowest acceptable responsive, responsible bid. However, the entity awarding the contract may stipulate that the acceptable bid must not be more than the fixed percentage larger than the entity's projected or prototype cost for the contract. The fixed percentage shall not be less than that set out in the table provided below.

For contracts with a prototype cost between \$0 - \$100,000 .00 - an Indian bid shall be acceptable if it is within 10% of the prototype cost.

\$100,000 - \$250,000- 5%

\$250,000 - \$750,000 - 2 ½ %

\$750,000 - or more -1%

If the lowest bid is below the projected or prototype costs for the contract, then the contract shall be awarded to the lowest responsive, responsible Indian bidder if they are within the above specified percentage of the lower non-Indian bid.

5. If only one Indian firm expresses interest and is qualified to perform the contract, the entity letting the contract shall enter into negotiations with that Indian firm. A contract shall be let to that Indian firm so long as it is willing to enter into a contract at a price that is no more than the fixed percentage greater than the projected or prototype cost of the contract, as set out in the table above.

6. If the entity letting the contract determines that no Indian firm is interested in or qualified to perform the contract, the entity may let the bid on an open and competitive basis and award the contract in such manner as it so chooses, without regard to this section of the Ordinance. If the proposed prototype cost of the contracts exceeds \$250,000 and is funded with Federal funds, then full and open competition is required, and solicitation cannot be restricted to only Indian vendors.

7. The entity letting the contract shall be responsible for making the determination on whether an interested Indian firm is qualified to perform the work however, the Tribal Employment Office reserves the right to require documentation from the entity, supporting its conclusion that an Indian firm or firms is not qualified to perform the work.

a If the lowest bid submitted by an Indian firm, pursuant to the provisions of paragraph (4), where more than one Indian firm is interested and qualified, or if the price offered by an Indian firm during negotiations, Pursuant to the provisions of Paragraph (5), is not within the percentages set out in Paragraph (4), the entity shall negotiate with the firm. If negotiations are

unsuccessful, the entity may let the contract through an open and competitive process.

- D. Every entity, contractor, and sub-contractor intending to engage in a business activity on the Northern Cheyenne Reservation must, prior to the time it commences work on the Northern Cheyenne Reservation, submit a contracting or subcontracting Compliance Plan to the TERO Office.
- E. No entity, contractor, or sub-contractor may commence work on the Northern Cheyenne Reservation until it has met with the Director or his delegate and has developed an acceptable plan for meeting its obligations under these regulations.
- F. The contracting or sub-contracting Compliance Plan shall indicate all contracts and subcontracts that will be entered into by the entity and the projected dollars amounts thereof.

11. Criteria for Indian Contract Preference Certification to receive Certification as a firm eligible for Indian preference, an applicant must satisfy all of the following criteria:

- A. **Ownership.** The firm must be 51% or more Indian owned. The applicant must demonstrate the following:
 - 1. **Formal ownership.** That an Indian or Indians own(s) 51% or more of the firm. Such ownership must be embodied in the firm's organic documents such as its stock ownership or partnership agreement.
 - 2. **Value the Indian owner(s) provided real value for their 51% or more ownership by providing capital, equipment, real property, or similar assets commensurate with the value of his/her ownership share.**
 - 3. **Profits the Indian owner(s) receives 51% or more of all profits. The Indians or Indian Tribes must, together, receive at least a majority of the earnings from the contract.**
- B. **Management Control** the firm must be under significant Indian Management Control. The firm must be able to demonstrate that:
 - 1. **One or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his/her primary objective.**
 - 2. **In addition to the requirements on management control set out in Section 11, B (1), above a Joint venture will be required to demonstrate that the Indian firm is, in fact, the controlling partner in the joint venture.**

3. To ensure actual control over the enterprise, the individuals must possess requisite management or technical capabilities directly related to the primary industry in which the enterprise conducts business.

C. The enterprise must meet these requirements throughout the following time periods:

(1) At the time an offer is made in response to a written solicitation;

(2) At the time of contract award; and

(3) During the full term of the contract.

12. Application for Certification:

A. A firm seeking Certification as a firm eligible for Indian preference shall submit a completed application to the Northern Cheyenne Tribal Employment Rights Office on a form provided by the Tribal Employment Rights Office.

B. Within twenty-one (21) days after receipt of a completed application the Tribal Employment Rights Office shall review the application, request such additional information as it believes appropriate and make a determination for Certification.

C. Non-Indian firms seeking Certification shall submit a completed application to the Northern Cheyenne Tribal Employment Rights Office. Section 12, B, will apply the same as those firms seeking Indian preference.

D. In reference to emergency forest fires, the Certification process will be applicable to fire support contractors, seasonal aircraft, food services, sanitation services, and transportation services. The fire-retardant aircrafts during the duration of the emergency forest fires will be exempt.

13. Sanctions:

A. In the event that a contract-letting entity and/or contractor is found to be out of compliance with the requirements of this Ordinance, the Director shall be entitled to impose any or all of the following sanctions, as appropriate, after considering such mitigating factors as the effort to comply and its efforts to remedy any harm done by its non-compliance. The TERO Director and/or Commission may:

1. Impose civil monetary fines, Sanctions up to \$5,000 per violation. Each day the entity or Contractor is out of compliance with this Ordinance it shall be considered a separate violation.

2. Suspend the contract-letting process (except for direct federal contracts) or the contractor's on-reservation operations until corrective action is taken or, at the option of the Director an acceptable plan for corrective action is developed.

3. Remove the contractor from the Northern Cheyenne Reservation or prohibit it from coming on the Northern Cheyenne Reservation.
4. Prohibit the contractor from engaging in any future operations on the Northern Cheyenne Reservation.
5. Provide monetary relief to any Indian contractor or minority business enterprise which was harmed by the entity and/or contractor(s) violation of this Ordinance.
6. Stop Work Authority
 - A. In the event that a contractor or subcontractor has not taken appropriate corrective action due to non-payment of fines or still in non-compliance status, a stop-work order may be implemented by the Tribal Employment Rights Office. At which point, all contractor and subcontractor on-site operations must cease until the contractor or subcontractor regains compliance status.

14. Appeals:

- A. The entity and/or contractor shall have the right to appeal any decision of the Director to the Tribal Employment Rights Commission. An appeal must be filed within ten (10) days after receipt of the notice of the Director's decision.

15. Individual Complaint Procedures:

A. Any Indian contracting firm or group of Indian firms who believe that an entity and/or contractor has failed to comply with this Ordinance may file a written complaint with the Office. Persons may file whether they can show that they were, if their business or they were personally, harmed by the noncompliance. Upon receipt of a complaint, the Office shall investigate the charge and shall attempt to achieve an informal settlement of the matter. If voluntary reconciliation cannot be achieved, the Director shall hold a hearing on the matter, shall decide on the validity of the charge, and shall order such relief as is necessary to make whole any Indian firm that was harmed by non-compliance. The decision shall be in writing and shall be sent to all parties.

B. Either party shall have the right to appeal the decision of the Director to the Tribal Employment Rights Commission. Such appeal must be filed within ten (10) days after receipt of the decision notice from the Director.

16. Equal Employment Opportunity Commission Contractual Agreement:

A. The Authorization under which TERO is funded. Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act of 1967 and the Equal Pay Act of 1963 and Title I of the Indian Self-Determination and Assistance Act, 25 USC 5307.

B. On behalf of Equal Employment Opportunity Commission, TERO is authorized to:

1. Interview and counsel individuals with potential employment discrimination charges.
2. Draft charges of alleged violations of Title VII, file with Equal Employment Opportunity Commission and attempt to resolve the charge by mediation within 30 days.
Negotiate written Indian preference agreements with employers operating on or near the Reservation.
3. Continue development of public awareness of the complaint resolution process under Tribal Ordinance and of Title VII protection against employment discrimination.
4. Continue referral services to provide a point of contact between employers operating on or near the Reservation and residents of the Reservation with skills required by those employers; and
5. Continue on-site inspections of employers on the Reservation to assure that goals and timetables agreed to are being met.

17. Severability/Order of Precedence:

- A. If any provision of this Ordinance, or its application to any person or circumstance is held invalid, the remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.
- B. Order of Precedence: If any provision of this Ordinance, or its application to any person or circumstance is held to be in violation with applicable Federal law, the Federal law shall take precedence over that provision. The remainder of the Ordinance, or the application of the provision to other persons or circumstances, is not affected.

2. Fee Schedule:

I. T.E.R.O.

a Contractual Amount

- | | | |
|---|---------------------|---------------------------|
| 1 | Over \$150,000.00 | -5% of the Total Contract |
| 2 | Over \$ 10,000.00 | -4% of the Total Contract |
| 3 | Over \$ 5,000.00 | -3% of the Total Contract |
| 4 | \$500.00-\$5,000.00 | -2% of the Total Contract |

II. Work Permits; Non-Members

- a Per Contract** -\$100.00

III. Service Call Employers -\$500.00 Annual Fee

- a Annual Non-Member Work Permits** -\$500.00

b Logging

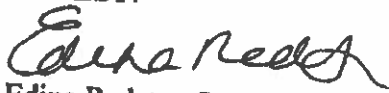
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|---|------------------------|----------|
| 1 | Six (6) month permit | -\$75.00 |
| 2 | Three (3) month permit | -\$50.00 |


18. Previous Ordinances:

- a. All TERO Ordinances are repealed this date and this Ordinance is approved with the revised changes as submitted by the Tribal Employment Rights Office.

PASSED, ADOPTED AND APPROVED by the Northern Cheyenne Tribal Council by 11 votes for passage, 0 votes against and 0 abstentions this 15th day of July, 2024.

ATTEST:


Edina Redstar, Secretary
Northern Cheyenne Tribe


Serena Wetherelt, President
Northern Cheyenne Tribe

Approved:

**ANDREW
WERK**

Digitally signed by
ANDREW WERK
Date: 2024.07.24
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Superintendent