

Pyramid Lake Paiute Tribal Council

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RESOLUTION NO.: PL 015-21

RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA

WHEREAS, the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and possesses attributes of sovereignty over both the members and territory.

WHEREAS, the Pyramid Lake Paiute Tribe, pursuant to Article VI, Section 1 of the Constitution and By-laws of the Pyramid Lake Paiute Tribe, authorized the Pyramid Lake Tribal Council to act on behalf of the Pyramid Lake Tribe, and to promulgate ordinances to safeguard the peace and safety of residents of the Reservation and to establish courts for the adjudication of claims and disputes; and

WHEREAS: pursuant to these powers, the Tribal Council has created a Law & Order Code and other laws and ordinances to govern the conduct of people within the Tribe's Reservation; and

WHEREAS: the Tribal Council has recognized the importance of reviewing and updating the Law and Order Code to ensure the Code meets the Tribe's needs and best serves to protect the interests of the Tribe, its members and persons living and working on Tribal lands; and

WHEREAS: to meet this goal, the Tribe's Law and Order Committee has recommended that the Tribal Council add Title 3 Chapter 19 Government Enterprises Formation & Oversight Ordinance to current code.

WHEREAS: the revised Title 3 Chapter 19 Government Enterprises Formation & Oversight Ordinance was posted for at least thirty days to allow for public comment, No comments received by the Law and Order Committee and the Committee submitted its recommendation to the Tribal Council;

NOW, THEREFORE BE IT RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby accepts the recommendation of the Law and Order Committee and hereby adopts the Title 3 Chapter 19 Government Enterprises Formation & Oversight Ordinance of the Law and Order Code.

BE IT FURTHER RESOLVED, the Tribal Chairman or designee is hereby authorized to effectuate any and all administrative actions necessary for implementation of this resolution.

BE IT FINALLY RESOLVED, nothing in this resolution shall be construed as a waiver of the sovereign immunity of the Pyramid Lake Paiute Tribe.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom nine (9) constituting a quorum were present at a meeting duly held on the 5th day of February 2021, was adopted by the affirmative vote of eight (8) FOR and zero (0) AGAINST, with zero (0) ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.



Brenda A. Henry, Tribal Council Secretary
Pyramid Lake Paiute Tribal Council



GOVERNMENT ENTERPRISES FORMATION & OVERSIGHT ORDINANCE

Title III Chapter 19

Pyramid Lake Paiute Tribe

2021

**PYRAMID LAKE PAIUTE TRIBE
GOVERNMENT ENTERPRISES
FORMATION AND OVERSIGHT
ORDINANCE**

TITLE III

CHAPTER 19

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**PYRAMID LAKE PAIUTE TRIBE
GOVERNMENT ENTERPRISES
FORMATION AND OVERSIGHT
ORDINANCE**

TITLE 3

CHAPTER 19

GENERAL PROVISIONS

3.19.01 AUTHORITY

1. Article I of the Constitution recognizes the jurisdiction of the Pyramid Lake Paiute Tribe to extend to all territory of the Tribe within the confines of the Pyramid Lake Indian Reservation, to all lands claimed by the tribe to which title in the tribe may be established; and to such other lands as may hereafter be added thereto under any law of the United States, except as otherwise provided by law
2. Article VI, Section 1(c) of the Constitution gives the Tribal Council the power to approve or veto any sale, disposition, lease, or encumbrance of tribal lands, interests in lands, or other tribal assets.
3. Article VI, Section 1(f) of the Constitution gives the Tribal Council the power to administer any funds or property within the control of the Tribe.
4. Article VI, Section 1(m) of the Constitution gives the Tribal Council the power to regulate the procedure of the Tribal Council itself and of other tribal agencies and tribal officials of the reservation.
5. The Congress of the United States of America enacted the Indian Reorganization Act of June 18, 1934, as amended, 25 U.S.C. § 461 et seq. (“IRA”), authorizes the Secretary of the Interior to issue a Federal Corporate Charter to an Indian Tribe under Section 17 thereof (25 U.S.C. § 477).

3.19.02 PURPOSE

1. This Act establishes Pyramid Lake Paiute Tribal law for the establishment and regulation of activities of Government Enterprises and other government organizations for economic development purposes.
2. The Tribal Council finds that the formation of Government Enterprises will serve the best interests of the Tribe, its members, its agencies and its enterprises, and will protect the political integrity, economic security and health and welfare of the Tribe and its members by, among other things:

- (a) Creating a legal structure which provides for the segregation of the Tribe's governmental assets and liabilities from the Tribe's business assets and liabilities; and
 - (b) Creating a legal structure which provides for the segregation of discrete Government Enterprise assets and liabilities into separate Government Enterprise subdivisions, without divesting either the Government Enterprise or the Tribe of the privileges and immunities arising pursuant to their legal status under federal and tribal law.
3. The Tribal Council hereby adopts this Ordinance in order to meet the following independent goals:
- (a) To exercise constitutional legislative powers pursuant to Article VI, Section 1 of the Constitution over chartered Government Enterprises;
 - (b) To develop the Tribe's resources to obtain the highest value possible taking into consideration factors deemed relevant, including but not limited to monetary value as well as intangible value such as that derived from the creation of opportunities for the Tribe's people and the promotion of the Tribe's traditional customs and unique cultural heritage;
 - (c) To raise the standard of living and opportunities for all Tribal members;
 - (d) To enter into, take advantage of and realize business and commercial opportunities to benefit the Tribe;
 - (e) To promote and maintain the jurisdiction of the Tribe to the greatest extent possible; and
 - (f) To promote and perpetuate the unique cultural heritage of the Tribe.
4. To accomplish the goals set out in subsections (b) and (c) of this Section, the Tribal Council hereby finds that, for purposes of efficiency and wise stewardship, it is necessary for the management of the commercial and economic development of the Tribe's resources to be separated from other governmental functions of the Tribe and be placed within the responsibility of persons or entities different and politically separate from the Tribal Council.
5. The Tribe shall not be limited in its operation of its businesses.

3.19.03 APPLICABILITY

The provisions of this Act shall apply to all Government Enterprises as defined in this Act that are wholly or partially owned by the Pyramid Lake Paiute Tribe, and whether such Government Enterprises are owned directly or owned indirectly as a subsidiary of another entity wholly or partially owned by the Tribe. Preexisting Government Enterprises shall be deemed to be in valid existence and shall be subject to the provisions hereof. Except as otherwise provided, the provisions of this Act do not apply to the business or undertakings of the Tribe that are not conducted by a Government Enterprise.

3.19.04 RULES OF CONSTRUCTION

Rules of construction set forth in this section are applicable for the purposes of this Act.

1. Federal charters issued to Government Enterprises that are subject to this Act are subject to the applicable laws of the United States. To the extent that such federal laws do not expressly address such matters, it is the policy of the Pyramid Lake Paiute Tribe that it is within its sovereign authority to provide that Government Enterprises shall be governed by and subject to the Constitution of the Pyramid Lake Paiute Tribe and the Tribe's laws as directed by the Pyramid Lake Paiute Tribe.
2. It is the policy of this Act to provide for the governance of Government Enterprises and the proper exercise of sovereignty by those Government Enterprises.
3. It is the policy of this Act to provide chartered Government Enterprises the freedom of contract and to ensure the enforceability of their agreements.
4. While it is the intention of the Tribal Council to provide a Government Enterprise subject to this Act the greatest possible opportunity to profit and succeed, the Government Enterprise or any subsidiary of those Government Enterprises will be subject to the laws, regulations and policies of the Pyramid Lake Paiute Tribe unless this Act expressly, and not by implication, exempts Government Enterprises and any Subsidiary of those Government Enterprises from such laws, regulations or policies of the Pyramid Lake Paiute Tribe.
5. It is the intention of the Tribal Council that Subsidiaries of Government Enterprises are subject to the jurisdiction of the Tribe and are subject to this Act as provided herein. It is expressly provided that, in addition to this Act, the laws of the Pyramid Lake Paiute Tribe under which a Subsidiary is organized and formed shall apply to such Subsidiary.
6. It is the intention of the Tribal Council that all contracts and agreements entered into by a Government Enterprise or a Subsidiary for performance on the Reservation shall be governed by the Tribe's law, and the parties to the contract or agreement shall be subject to and consent to the Tribe's jurisdiction.

3.19.05 DEFINITIONS

Terms used in this Act have the following meaning:

1. "Bylaws" mean the code of rules adopted by a Governing Board for the regulation or management of the affairs of a Government Enterprise or Subsidiary.
2. "Charter" means a corporate charter issued by the Secretary of the Interior to the Tribe under 25 U.S.C. § 477 (Section 17), or a corporate charter issued by the Tribe pursuant to the Tribe's inherent governmental authority.
3. "Control" means the power to vote twenty-five percent (25%) or more of the outstanding

voting stock or similar ownership interest of a Subsidiary.

4. "Court" means the Pyramid Lake Paiute Tribe Trial Court.
5. "Entity" means corporations, associations, trusts, estates, partnerships, limited liability companies, joint ventures, individuals, and Indian tribes or Native groups.
6. "Governing Board" means a person or a group of persons vested with management of the affairs of a Government Enterprise or Subsidiary.
7. "Government Enterprise" means a business entity owned and controlled by the Tribe, regardless of form and whether chartered under federal, tribal or state law.
8. "Member" means the Pyramid Lake Paiute Tribe as the owner of a membership company or limited liability company.
9. "Owner" means the Pyramid Lake Paiute Tribe, a federally recognized Indian tribe, exercising its proprietary interests for business and economic development purposes.
10. "Public Official" means any person who holds elective office of the Tribe or who is a candidate for elective office, including the Chairman, Vice Chairman, Council Member, Tribal Judge, and appointed professionals of the Tribe such as Executive Officer, Business Officer, Departmental Directors, and any person who serves on a Pyramid Lake Paiute governmental board, committee or commission.
11. "Quarterly Report" means minutes of the meeting of the Governing Board and of any committee of the Governing Board, the Government Enterprise's balance sheet, income statement and cash flow statement for the period then ended prepared in accordance with generally accepted accounting principles, a report of compensation and expense reimbursements or payment to directors of the Government Enterprise, prospective sale of any corporate assets or property, any other information as the Owner may request regarding the Government Enterprise, and any other information the Board deems, in good faith, important to the Owner with or without Owner's request.
12. "Reservation" means the Pyramid Lake Paiute Reservation, and all lands within the exterior boundaries of the Reservation.
13. "Shareholder" means the Pyramid Lake Paiute Tribe as Owner. "Shares" mean the ownership interests in a Government Enterprise as such interests are vested in the Tribe as Owner of the Government Enterprise.
14. "Subsidiary" means an Entity over which a Government Enterprise has Control, regardless of the jurisdiction of its business activities.
15. "Tribal Chairman" means the Chairman of the Pyramid Lake Paiute Tribal Council.

16. "Tribal Council" means the governing body of the Pyramid Lake Paiute Tribe.
17. "Tribal Law" means the laws of the Pyramid Lake Paiute Tribe.
18. "Tribal Land" means all land held in trust by the United States for the benefit of the Pyramid Lake Paiute Tribe, all land owned by the Pyramid Lake Paiute Tribe whether in fee or in trust, and all lands within the exterior boundary of the Pyramid Lake Paiute Reservation.
19. "Tribe" means the Pyramid Lake Paiute Tribe, a federally recognized Indian tribe, exercising its inherent governmental authority.
20. "Wrongdoing" means conduct (including a failure to act) that is deemed unauthorized, illegal or unethical, including but limited to conduct as follows:
- (a) conduct that involves dishonesty, deceit or moral turpitude;
 - (b) any felony conviction or the discovery of previous felony conviction in any jurisdiction not disclosed at the time of appointment or employment;
 - (c) any criminal act involving, or the misappropriation of, the Government Enterprise's funds or other funds or the funds of the Tribe or any tribal entity or enterprise of the Tribe;
 - (d) any breach of the individual's obligations under this Act, or breach of the fiduciary duty owed by the individual to the Government Enterprise arising as a consequence of the individual's performance of the duties, including, but not limited to, any violation to the Tribe's Law and Order Code;
 - (e) willful misconduct or gross negligence in connection with the performance of his/her duties, or failure to comply with any laws, statutes, rules, regulations, policies, or directions governing as may be established from time to time by the Government Enterprise or Tribe and communicated to the individual;
 - (f) unethical business conduct, including, without limitation, self-dealing, acceptance of any item having a value exceeding \$100 from any person or business entity conducting business with the Government Enterprise, the Tribe or any tribal entity or enterprise of the Tribe, or otherwise utilizing the individual's position for personal gain;
 - (g) conduct of the individual which harms the business reputation of the Government Enterprise, the Tribe or any of the other business or tribal operations or undertakings of the Tribe or any of their respective services or products;
 - (h) abandonment by the Government Enterprise of its support for the individual based on circumstances reasonably attributed to the individual;
 - (i) commission of any act of fraud or dishonesty; and

(j) failure to reasonably perform all duties and meet all responsibilities required under the terms of this Act, or otherwise incident to the individual's position, or as mandated by operational circumstances, or as directed by the Governing Board of the Government Enterprise; provided moreover that there shall exist a presumption of such failure if an individual fails to participate in three (3) consecutive Governing Board meetings.

ORGANIZATION POWERS

3.19.06 ORGANIZATION AND POWERS OF GOVERNMENT ENTERPRISE

1. Government Enterprises shall only be organized by the Tribal Council.
2. Government Enterprises shall be issued a Charter and shall be subject to the terms and conditions thereof.

3.19.07 NAME

The name of a Government Enterprise shall be as set forth in its Charter, provided, however, that no Government Enterprise's name shall include the words "Pyramid Lake Paiute," "Pyramid Lake Paiute Tribe," or any derivative thereof without the express consent and approval by the Tribal Council, whose consent shall not be unreasonably withheld.

3.19.08 GENERAL POWERS

Unless its Charter provides otherwise, every Government Enterprise shall have the following powers:

1. To exist perpetually.
2. To sue and be sued and to complain or defend in its corporate name, except that the extent of the Government Enterprise's liability shall be limited to the assets of the Government Enterprise and shall be subject to the limitations contained in Section 3.19.19 of this Act.
3. To have a corporate seal, which may be altered at will, and to use it or a facsimile of it by impressing or affixing it or in any manner reproduce it.
4. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with real or personal property or intangible property, including virtual properties, intellectual properties and copyrights, or any interest in property of whatever kind and wherever located.
5. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.

6. To purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of and deal in and with shares or other interests in or obligations of any other entity.
7. To make contracts and incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises, and income; provided, however, that no activity described in this subsection 3.19.08(c)(7) shall be taken that results in any adverse effect upon, or otherwise impedes, the Tribe's ability to incur debt, borrow money, issue notes or bonds or incur other obligations.
8. To lend money, invest its funds, and receive and hold real and personal property as security for repayment.
9. To be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity.
10. To conduct its business, locate offices, and exercise the powers granted by this Act within or without the Reservation or Tribal Lands.
11. To elect or appoint officers and agents of the Government Enterprise, define their duties and fix their compensation.
12. To pay pensions and establish pension plans, trusts, profit sharing plans, share bonus plans, and benefit or incentive plans for any or all its current or former directors, officers, and employees.
13. To indemnify any director or officer against their expenses incurred in connection with the defense of any action suit or proceeding in which they are a party by reason of their service with the Government Enterprise, except in cases where the director or officer is adjudged liable for negligence or misconduct in the performance of duty.
14. To make and amend bylaws, not inconsistent with its Charter or this Act, for managing the business and regulating the affairs of the Government Enterprise.
15. To make donations for the public welfare or for charitable, scientific, or educational purposes.
16. To transact any lawful business that, without the prior consent of the Tribe's Tribal Council, is not contrary to the values and culture of the Tribe and does not unnecessarily compete either directly or indirectly with any of the Tribe's businesses.
17. To adopt, apply and enforce any of the Tribe's laws, including but not limited to the Tribal Employment's Right's Ordinance, Business License Ordinance and Tax Code.
18. To have and exercise all powers necessary or convenient to effect its purposes.

3.19.09 FORM OF CHARTER

1. Generally, the Tribal Council may issue a charter for any form of company, including, but not limited to a stock corporation, a limited liability company, and a membership corporation.
2. Each Charter shall include provisions related to:
 - (a) General Powers
 - (b) Limitation on Powers
 - (c) Governing Board
 - (d) Mergers and Acquisitions
 - (e) Subsidiary Formation
 - (f) Sovereign Immunity Waiver
 - (g) Annual Meetings
 - (h) Accounting, Reporting
 - (i) Distributions and Dividends
 - (j) Dissolution & Wind-Up

3.19.10 REGISTERED OFFICE AND AGENT

Each Government Enterprise shall continuously maintain within the Tribe's jurisdiction a registered office and registered agent. The registered office may, but need not, be the same as any of its places of business. The registered agent shall be any of the following:

1. A natural person who resides in the jurisdiction of the Tribe.
2. An Entity registered, or organized under the laws of the Tribe.

3.19.11 PRIVILEGES AND IMMUNITIES; GENERALLY

1. Government Enterprises shall have the powers, privileges and immunities granted by federal law and the laws of the Tribe and embodied in the Government Enterprise's charter.
2. Government Enterprises shall have the same immunities under federal law as the Tribe. No Charter shall be deemed to waive, or permit to waive, the sovereign immunity of the Tribe.
3. Except as otherwise provided by this Act or by the Government Enterprise's Charter, Government Enterprises and their directors, officers and employees shall be entitled to all of the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in federal, state and Tribal courts, and exemption from federal and state taxation or regulation. The right to consent to suit may be delegated by Charter to Government Enterprises.

3.19.12 JURISDICTIONAL AND TAX IMMUNITIES

1. All of the rights, privileges and immunities of the Tribe concerning federal, state, or local taxes, regulations and jurisdiction are hereby conferred on a Government Enterprise to the

same extent that the Tribe would have such rights, privileges and immunities if it engaged in the activities undertaken by the Government Enterprise.

2. Absent consent by the Government Enterprise, a Government Enterprise wholly owned, directly or indirectly by the Tribe shall not be subject to taxation by the Tribe, except to the extent that such taxation is necessary and reasonably appropriate to compensate the Tribe for services provided to the Government Enterprise by the Tribe and/or if, subject to applicable law, the Tribe's law elects to apply tax liability to any such Government Enterprise and/or any of its Subsidiaries.

3. Notwithstanding subsection 2, Government Enterprises and Subsidiaries operating on the Reservation are subject to the Tribe's governmental jurisdiction, and must strictly comply with all Tribal Laws, including to pay any and all fees and taxes assessed and to comply with all licensing, permitting, operations, and other regulatory requirements as may be implemented from time to time.

3.19.13 SOVERIEGN IMMUNITY

The sovereign immunity of the Tribe is hereby conferred on all Government Enterprises. A Government Enterprise shall have the power to sue and is authorized to consent to be sued in the Tribal Court, and in all other courts of competent jurisdiction.

1. However, no consent to suit shall be effective against the Government Enterprise unless such consent is:
 - (a) Explicit;
 - (b) Contained in a written contract or commercial document to which the Government Enterprise is a party; and
 - (c) Specifically approved by written resolution with a majority vote of the Governing Board of the Government Enterprise.
2. Any recovery against a Government Enterprise or any of its respective Subsidiaries shall be limited to the assets of the Government Enterprise or Subsidiary as may be further limited by the explicit consent to suit by the Government Enterprise.
3. Any consent to suit may be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the Government Enterprise against which any judgment may be executed.
4. The Tribal Council shall be provided written notice of a consent to suit within five (5) days that the Governing Board approves the consent.
5. The Government Enterprise shall have no immunity in connection with any action against it by the Pyramid Lake Paiute Tribe.

3.19.14 INDEMNIFICATION

The Government Enterprise shall defend, indemnify, and hold harmless the Tribe, Tribal Council, its officers, officials, employees, departments, and agents against liability for loss of life, personal injury, and property damage arising from the maintenance, occupancy, or use of the subject lands by the Government Enterprise, its directors, officers, employees, agents and contractors and their employees, and/or subcontractors and their employees.

3.19.15 LIABILITY OF TRIBE AS OWNER

Neither the Tribe nor any member of the Tribal Council shall be under any obligation to a Government Enterprise or Subsidiary or to the creditors of any such Government Enterprise or Subsidiary and the Tribe shall not be deemed to have waived any of the Tribe's privileges or immunities if the Tribe charters, owns or operates a Government Enterprise or Subsidiary, directly or indirectly.

3.19.16 OWNERSHIP

Unless the Charter otherwise provides, the Tribe shall be the sole and exclusive owner of a Government Enterprise. No member of the Tribe shall have any personal ownership interest in any Government Enterprise whether by virtue of such person's status as a member of the Tribe, this Act, or otherwise.

1. For stock corporations, Share certificates (or transaction statements for uncertificated shares) of Government Enterprises shall be issued in the name of the Tribe, and all such shares shall be held by and for the Tribe. A Government Enterprise may not issue preferred or special shares.
2. For limited liability companies, Membership units of a limited liability company Government Enterprise shall be issued in the name of the Tribe, and all membership units shall be held by and for the Tribe.

3.19.17 GOVERNING BOARD

The business and affairs of the Government Enterprise shall be managed by a Governing Board, except as may be otherwise provided in this Act or the Charter. No Public Official shall serve as a director, but may serve as an Ex Officio member. The Charter or bylaws may prescribe qualifications for directors. A director need not be a member of the Pyramid Lake Paiute Tribe unless the Charter or bylaws so prescribe.

3.19.18 BYLAWS

1. The Governing Board shall adopt and thereafter amend at any time the bylaws of the Government Enterprise for the regulation of the internal affairs of the Government Enterprise unless this Act or the Charter reserves such power exclusively to the Owner in whole or in part

- or a particular provision of the bylaws expressly prohibits the Governing Board from doing so.
2. A certified copy of the bylaws and any amendment shall be filed with the Tribal Council within five (5) days of adoption or amendment. Any amendment to the bylaws shall be consistent with the Government Enterprise's Charter and this Act.
 3. Except as may be defined and required in the Charter, the bylaws shall include provisions related to:
 - (a) Committees.
 - (b) Number and Election.
 - (c) Terms.
 - (d) Conflicts of Interest; Wrongdoing; Code of Conduct
 - (e) Resignations, Removal, Vacancies
 - (f) Compensation.
 - (g) Meetings.
 - (h) Quorum and Voting.
 - (i) Shareholder or Member meetings

3.19.19 OFFICERS OF THE GOVERNMENT ENTERPRISE

1. Unless the Charter or bylaws otherwise provide, the officers of the Government Enterprise shall consist of a president, vice president, secretary, and treasurer. The Governing Board, in accordance with the bylaws, may appoint any other officers. The Governing Board shall delegate to one of the officers responsibility for preparing minutes of the directors and shareholder meetings and for authenticating records of the Government Enterprise.
2. Each officer has the authority and shall perform the duties set forth in the Charter or bylaws or, to the extent consistent with the Charter or bylaws, the duties prescribed by the Governing Board. Except for the president or position similar to the president such as a chief executive officer, no member of the Governing Board shall also be an officer of the Government Enterprise.
3. Resignation and Removal. Any officer may resign at any time by delivering notice to the Government Enterprise. The Governing Board may remove any officer at any time with or without cause.
4. Contract Rights. The appointment of an officer does not itself create contract rights nor does the resignation or removal of an officer affect the contract rights, if any, of the officer or Government Enterprise.

3.19.20 GENERAL STANDARDS FOR DIRECTORS AND OFFICERS

1. Directors and officers shall discharge their duties in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner they reasonably believe to be in the best interests of the Government Enterprise.

2. Conflicts of Interest. No member of the Governing Board or Officer shall engage in any transaction that is, or creates the appearance of, a conflict of interest. Any transaction that is a conflict of interest and or creates the appearance of conflict of interest shall be immediately disclosed to the Governing Board. A conflict of interest transaction is a transaction with the Government Enterprise in which a director or officer of the Government Enterprise has a direct interest.
3. In discharging their duties, directors and officers are entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following:
 - (a) One or more officers or employees of the Government Enterprise whom they reasonably believe to be reliable and competent in the matters presented.
 - (b) Legal counsel, public accountants, or other persons as to matters they reasonably believe are within the person's professional or expert competence.
 - (c) A committee of the Governing Board if they reasonably believe the committee merits confidence.
4. Unless the Charter provides otherwise, Directors and officers are not liable for any action taken in their corporate capacity, or any failure to take any action, if they performed their duties of office in compliance with this Section.
5. A Government Enterprise may not lend money to or guarantee the personal obligation of a director, officer or employee of the Government Enterprise under any circumstances.

3.19.21 WRONGDOING

Any Board member or Officer shall have a duty to report any reasonably suspected Wrongdoing, whether or not such Wrongdoing is a crime.

1. Report of Wrongdoing shall be made to the Board Chairperson or President, who will ensure the Governing Board is informed. The Governing Board shall take any necessary and appropriate action to investigate such Wrongdoing, and to take action on the Wrongdoing.
2. In the event of a conflict of interest or other failure on the part of the Governing Board to act that could hinder such reporting or investigating by the Governing Board, such suspected Wrongdoing shall be reported to the Tribal Chairman. The Tribal Chairman, shall conduct or cause an investigation into such Wrongdoing. If the Wrongdoing is verified, the Governing Board, or in the absence of action by the Governing Board the Tribal Council, shall take appropriate disciplinary or corrective action.
3. If a crime is suspected, Tribal Chairman shall inform the Tribal Council and the Tribe's Chief of Police. If a criminal investigation is initiated, that investigation takes precedence and the administrative response shall be appropriate to ensure Government Enterprise assets are

protected until the investigation is concluded.

3.19.22 USE OF TRIBAL EMPLOYEES, PRODUCTS AND SERVICES

1. A Government Enterprise or its Subsidiaries shall have the authority in the conduct of its business to contract with the Tribe or the appropriate department of the Tribe to use the services of the Tribe's employees, the Tribe's products or the Tribe's services.
2. Contracts for such purposes shall be on terms deemed reasonable by the Government Enterprise or Subsidiary and the Tribe or the appropriate department of the Tribe as the case may be.

3.19.23 REPORTING

1. Quarterly Reporting. Within thirty (30) days of the end of each quarter, Government Enterprises and Subsidiaries shall provide the following written quarterly reports and updates to the Tribal Council:
 - (a) Financial statements and reports
 - (b) Progress on capital projects.
 - (c) Budget reconciliations
2. Annual Financial Reports. The Government Enterprise and its Subsidiaries shall report, on an annual basis, the full year annual financial reports in compliance with generally acceptable accounting principles and FASB reporting requirements. The annual financial reports will be provided to the Tribal Council, as the representative of the Owners, at least 30 days prior to the annual meeting required under Section 3.19.202.
3. Annual Financial Audit Report. The Government Enterprise and Subsidiaries shall cause an independent, third party auditor to conduct an Annual Fiscal Audit of its operations. The audit shall be completed in a timely manner, but no later than 120 days after the close of the Government Enterprise fiscal year. Copies of the audit report, including all certified opinions and management letters shall be provided to the Tribal Council within thirty (30) days of finalization of the audit.

3.19.24 DISTRIBUTION OF NET INCOME

1. Distribution of Funds. In order to contribute to the financial viability of the Tribe, Government Enterprises are required to distribute net income in the form of distributions or dividends. Such distribution shall occur on a monthly/quarterly basis, or as otherwise requested by Tribal Council, shall be based on all of (or an agreed upon % of) net revenues for the preceding month/quarter after provisions are made for payment of all debts, operating expenses, contingencies and, generally, the costs and needs for managing and conducting the business of

the Government Enterprise. Such distributions shall occur no later than 25 days after the end of the month/quarter.

2. The net income of any Subsidiary and the Government Enterprise's share of the net income of any Subsidiary, shall be determined in accordance with generally accepted accounting principles. Upon request of the Tribal Council, the Governing Board of a Government Enterprise will, if the Government Enterprise controls a Subsidiary, cause the Subsidiary to distribute to the Government Enterprise all or such portion of the net income of the Subsidiary as may be requested by the Tribal Council.

TRIBAL COUNCIL OVERSIGHT

3.19.25 NOTICE TO TRIBAL COUNCIL

Unless the Charter otherwise provides, whenever Notice to or the Consent or Approval of the Tribe's Tribal Council, in its governmental capacity or in its capacity as representative of the Owner, shall be required pursuant to this Act or the Charter, the following shall apply:

1. Notice shall be filed with the Tribal Secretary.
2. Notice shall be in writing and delivered by mail, return receipt requested, in person whereby a dated stamped copy of the Notice shall be obtained in person.
3. In those situations where Consent or Approval is required in connection with the Notice, the Tribal Council, in its governmental capacity or as representative of the Owner as the case may be, shall take action pursuant to written resolution to provide its Consent or Approval, or its denial or disapproval, within twenty-one (21) days of receipt of the Notice. The Tribal Council, in its governmental capacity or as representative of the Owner as the case may be, will deny or disapprove the matter in the event that all information reasonably necessary for the Tribal Council, in its governmental capacity or as representative of the Owner as the case may be, to act on the matter is not provided with the Notice.
4. Unless the Tribal Council, in its governmental capacity or as representative of the Owner as the case may be, denies or disapproves the matter within twenty-one (21) days of receipt of the Notice, the matter shall be deemed to be consented to or approved by the Tribal Council.

3.19.26 EXERCISE OF POWERS AND VOTING

Unless the Charter or this Act otherwise provides, the Tribal Council as representative of the Owner shall exercise the powers to vote for the Tribe. Unless otherwise provided in the Charter, the Tribal Council as representative of the Owner shall, as sole owner of the Government Enterprise, exercise for the Tribe all powers as the shareholder or member.

3.19.27 OWNER MEETINGS

1. General. Business by the Tribal Council in its governmental capacity shall be conducted during a session of the Tribal Council. Actions by the Tribal Council as the representative of the Owner shall be conducted in a separate meeting of the Tribal Council and designated as a meeting of the representative of the Owner.
2. Annual meeting. Annual meetings of the Tribal Council, in its capacity as the representative of the Owner of a Government Enterprise shall be held at such time and at such place on the Reservation as the Governing Board shall determine. If the Governing Board fails to set the time and date of meeting, it shall be held on the second Tuesday in March of each year. At such annual meeting, the Tribal Council, in its capacity as the representative of the Owner, shall transact such business as may properly be brought before the meeting. Such meetings may be called and held in the same manner as applicable law provides for meetings of the Tribal Council.
3. Special meetings. Special meeting of the Tribal Council, in its capacity as the shareholders of the corporation, may be called and held for any purpose in the manner provided for the call and holding of special meetings of the Tribal Council.
4. Notice of meetings. The Governing Board of directors shall notify the Tribal Council of the date, time and place of the annual meeting required under subsection (b.) at least 20 days before the meeting and of any special meeting of the shareholders at least five days before the meeting. Notices shall be deemed to be effective if placed in the U.S. Mail, with proper first class postage affixed, at least 22 days (but not more than 62 days) prior to an annual meeting, and at least 7 days (but not more than 62 days) prior to a special meeting, or on the date personally delivered to the Secretary of the Tribal Council.
5. Time and place of meetings. Meetings shall be held at the principal place of business of the Government Enterprise or at such other location within the Reservation at such time and place as the Governing Board shall fix.
6. Manner of meeting. Except as otherwise provided in the Charter, the representative of the Owner may conduct regular or special meetings through the use of any means and procedures which are proper for meetings of the Tribal Council.
7. Presiding officer. The Chairman of the Tribal Council shall preside over any annual or special meeting.

3.19.28 BUDGET REVIEW AND APPROVAL

1. Annual Operating Budget. Each Government Enterprise shall submit an annual budget and plan for Tribal Council review and Resolution approval no later than September 30th. Tribal Council shall use its best efforts and resources to review and approve the Government Enterprise(s) Annual Operating Budget no later than October 30th. Tribal Council shall not unreasonably withhold approval. If Tribal Council fails to approve the Government Enterprise Annual Operating Budget by October 30th, Government Enterprise shall maintain operation consistent with (rather than adhere to) its most recently approved Annual Operating Budget

until such time as Tribal Council approval is granted. To ensure adequate opportunity for budget modifications, responsiveness to business opportunities, operations, the Government Enterprise may propose an amended Annual Operating Budget at any time and the Tribal Council shall review and approve by written resolution or deny that budget within 30 days of its proposal.

2. Capital Investment Budget. The Government Enterprise shall submit a Capital Investment Budget and plan with a five-year forward outlook to Tribal Council no later than August 30th. The Capital Investment Budget shall be updated and/or revised at least annually. The Tribal Council shall review and approve Government Enterprise Capital Investment Budget, with a proposed funding schedule, no later than October 30th. Tribal Council shall not unreasonably withhold approval. If Tribal Council fails to approve the Government Enterprise Capital Investment Budget by October 30th, the Government Enterprise shall adhere to its most recently approved Capital Investment Budget until such time as Tribal Council approval is granted. To ensure adequate opportunity and responsiveness to business opportunities, the Government Enterprise may propose an amended Capital Investment Budget at any time, and the Tribal Council shall review and approve or deny that budget within 30 days of its proposal.

3. Revenue Forecast. The Government Enterprise shall provide 12-month projected revenue forecasts to the Tribal Council within thirty (30) days of the close of each quarter beginning January.

4. Pyramid Lake Paiute Tribal Council Audit. If the Government Enterprise fails to provide its annual audit to the Tribal Council pursuant to Sec. 3.19.23(3), the Tribal Council shall have authority to cause an independent third-party audit of the Government Enterprise on reasonable notice. In the event of a reasonable suspicion of significant financial wrongdoing, Tribal Council shall have authority to cause an independent third-party audit of Government Enterprise without advance notice.

5. Books and Records. Tribal Council, by and through the Chairman's office, shall have authority to examine the financial and operating records of any Government Enterprise and Subsidiary on reasonable notice, and make copies or abstracts of those records at Tribal Council expense. Tribal Council shall have authority to discuss Government Enterprise or Subsidiary affairs, finances, and accounts with its managers, directors, officers, and independent public accountants. In the event of a reasonable suspicion of significant financial wrongdoing, Tribal Chairman shall have authority to inspect, review, and copy books and records with no notice. During reasonable times during normal business hours, and with reasonable advance notice, the Tribal Chairman shall have access to all books, contracts, and records of Government Enterprise and Subsidiaries.

6. Information provided to Owner. The Owner shall maintain a right to request and shall receive an annual report prepared by the Government Enterprise, annual audited financial statements of the Government Enterprise as presented at the annual meeting, four (4) Quarterly Reports, any other information the Tribal Council deems, in good faith, important to the Owner with or without Owner's request, and such other information to which the Owner is entitled pursuant to this Act.

TRIBAL COUNCIL RETAINED AUTHORITIES

3.19.29 GOVERNING BOARD AND OVERSIGHT

1. Board of Director Vacancies. Notice of any vacancy on the Governing Board shall be immediately given by the Government Enterprise to the Tribe's Tribal Council. If the Charter provides that the Tribe's Tribal Council is required to fill the vacancy, a special meeting of the Tribe's Tribal Council as representative of the Owner shall be called for the purpose of initiating necessary action.

2. Removal of Director.

(a) The board chairperson or the Governing Board or any director shall report to the Tribal Council any and all acts and circumstances, which come to his/her/its attention regarding the conduct of a director that, in his/her/its judgment, may be reasonably construed as a violation of this Act, whether or not he/she/it recommends removal.

(b) If the Governing Board or the Board chairperson finds that a director(s) has violated any provision of this Act or that a director(s) has engaged in any activity which constitutes cause for removal, the Board and/or board chairperson may recommend in writing to the Tribal Council that the director(s) or corporate board chairperson in question be removed.

(c) Unless the Charter otherwise provides, the Tribal Council as representative of the Owner may remove director or board chairperson with or without cause.

(d) Any director or board chairperson subject to removal shall be informed of the charges, if any, in writing at least ten (10) calendar days before the legislative hearing to consider the charges and/or removal action and the director or board chairperson subject to removal shall be given an opportunity to respond to the charges.

(e) The Tribal Council as representative of the Owner may, in addition to or in lieu of removal, take such action or make such referral to any designated authority with respect to the conduct of director or corporate board chairperson as may be permitted or required under the Tribe's laws or policies.

3.19.30 CAPITALIZATION, EQUITY INVESTMENTS

1. To ensure the sufficient capitalization of a Government Enterprise, in the event that a Government Enterprise requires additional capital investment, the Governing Board may make such a request in writing to the Tribal Council.

2. The Tribal Council may approve such subsequent capital investment through a written resolution and upon majority vote of the Tribal Council.

3.19.31 MERGER, CONSOLIDATION, SALE OF ASSETS

1. Unless the Charter otherwise provides and subject to federal law, a Government Enterprise may merge or consolidate on terms as its Governing Board deems expedient and for the best interests of the Government Enterprise. The approval of the Tribal Council as representative of the Owner shall be required in connection with such merger or consolidation by the Government Enterprise.

2. Unless the Charter otherwise provides and subject to federal law, a Government Enterprise may sell, lease, exchange or other dispose of all or substantially all of its properties and assets, including its goodwill and its corporate franchise, on terms as its Governing Board deems expedient and for the best interests of the Government Enterprise. The approval of the Tribal Council as representative of the Owner shall be required in connection with such sale, lease, exchange or other disposition of all or substantially all of the properties and assets, including goodwill and corporate franchise by the Government Enterprise.

3. Sale of Real Property and Other Assets of the Government Enterprise: Right of First Refusal.

(a) Notice of any sale, conveyance or other disposition of any land or, unless such sale or disposition is in the ordinary course of business, of any sale or disposition of substantially all of the assets of the Government Enterprise or any Subsidiary shall be given the Tribal Council in its governmental capacity at least sixty (60) days prior to such sale, conveyance or other disposition. The Notice shall contain information reasonably necessary for the Tribal Council to act upon the matter described in the Notice.

(b) The Tribal Council in its governmental capacity and acting on behalf of the Tribe shall in all such instances be afforded the right of first refusal to acquire such land or assets upon terms and conditions comparable to those under which it is proposed that such land or assets be sold, conveyed or otherwise disposed. The Tribal Council in its governmental capacity shall have a reasonable amount of time in which to make a decision and, if a decision is made to exercise the right of first refusal, to consummate a transaction for the purchase of such land or assets.

3.19.32 SUSPENSION OF BUSINESS OF GOVERNMENT ENTERPRISE

1. The business of a Government Enterprise may be suspended as follows:

(a) The Governing Board shall adopt a resolution recommending that the business of the government Enterprise be suspended and the reasons and purpose for, and the terms and conditions of, the recommended suspension.

(b) Notice, including a copy of the resolution of the Governing Board, shall be given to the Tribal Council as representative of the Owner.

(c) The Tribal Council as representative of the Owner shall approve or disapprove the suspension and the terms and conditions thereof at a regular or special meeting of the Tribal Council as representative of the Owner. Upon approval, the suspension of business shall be carried out by the Government Enterprise as provided in the resolution.

2. Once the resolution to suspend the business of the Government Enterprise is approved by the Tribal Council as representative of the Owner, a statement of intent to suspend business shall be executed by the Government Enterprise by its president or vice president and by its secretary and verified by one of the officers signing the statement. The statement of intent to suspend business shall then be delivered to the U.S. Secretary of the Interior if for a Section 17 Government Enterprise and a copy thereof shall be delivered to the Tribal Secretary on behalf of the Tribal Council.

3. The terms and conditions of the suspension can be revoked or amended at any time by:

(a) the Governing Board with the approval of the Tribal Council as representative of the Owner,
or

(b) the Tribal Council as representative of the Owner.

Notice of a revocation or amendment shall be delivered to the U.S. Secretary of the Interior if for a Section 17 Government Enterprise.

3.19.33 DISSOLUTION OF GOVERNMENT ENTERPRISE

1. A Government Enterprise may be dissolved as follows:

(a) The Governing Board shall adopt a resolution recommending that the business of the Government Enterprise be dissolved that sets forth a Plan of Dissolution.

(b) Notice, including a copy of the resolution and the Plan of Dissolution, shall be given to the Tribal Council as representative of the Owner.

(c) The Tribal Council as representative of the Owner shall approve or disapprove the Plan of Dissolution at a regular or special meeting of the Tribal Council as representative of the Owner. Upon approval, the Plan of Dissolution shall be carried out by the Government Enterprise as provided therein.

2. Notice to U.S. Secretary of the Interior. For a Section 17 Government Enterprise or Subsidiary, once the Plan of Dissolution is approved by the Tribal Council as representative of the Owner, a statement of intent to dissolve the business of the Government Enterprise shall be executed by the Government Enterprise by its president or vice president and by its secretary and verified by one of the officers signing the statement. The statement of intent to dissolve the business of the Government Enterprise, together with a copy of the Plan of Dissolution, shall then be delivered to the U.S. Secretary of the Interior and a copy thereof shall be delivered to the Tribal Secretary on behalf of the Tribal Council.

3. Revocation or Amendment. At any time prior to revocation of the Charter, the Plan of Dissolution can be revoked or amended by:

- (a) the Governing Board with the approval of the Tribal Council as representative of the Owner; or
- (b) the Tribal Council as representative of the Owner.

Notice of a revocation or amendment shall be delivered to the U.S. Secretary of the Interior by the Government Enterprise if for a Section 17 Government Enterprise.

4. Plan of Dissolution. A Plan of Dissolution providing for the dissolution of the Government Enterprise and authorizing any transfer or conveyance of assets shall provide, in addition to such terms and conditions as deemed appropriate, as follows:

- (a) The Government Enterprise shall immediately cause notice to be mailed to each known creditor of the Government Enterprise; and
- (b) Procedures requiring the Government Enterprise to collect its assets, prosecute and defend suits, convey, and dispose of its properties and discharge or compromise or make provision for the discharge or compromise of the liabilities of the Government Enterprise.

5. Dividend and Distribution of Assets. The assets of a Government Enterprise in the process of dissolution shall be applied and distributed as follows:

- (a) All liabilities and obligations of the Government Enterprise shall be paid, satisfied, and discharged, or adequate provision shall be made therefore.
- (b) Assets held by the Government Enterprise upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements.
- (c) Remaining assets shall be transferred to the Tribe by distribution, either in cash or in kind, in accordance with a Plan of Dissolution. Trust assets shall under all circumstance be transferred to the Tribe or in accordance with federal and the Tribe's law. Under no circumstances shall the Tribe or the Tribal Council assume any liability not covered by the assets of the Government Enterprise.

6. Articles of Dissolution. When all debts, liabilities and obligations of the Government Enterprise have been paid and discharged, or adequate provision has been made therefore, and all of the remaining property and assets of the Government Enterprise have been transferred by dividend or distribution as provided in the Plan of Dissolution, Articles of Dissolution shall be executed in duplicate by the Government Enterprise by its president or a vice president and by its secretary and verified by one of the officers signing such statement, setting forth:

- (a) The name of the Government Enterprise;
- (b) That all debts, obligations and liabilities of the Government Enterprise have been paid and discharged or that adequate provision has been made therefore;
- (c) That all remaining property and assets of the Government Enterprise have been distributed among its owners and shareholders in accordance with their respective rights and interests as provided in the Plan of Dissolution; and
- (d) That there are not suits pending against the Government Enterprise in any court, or that adequate provision has been made for the satisfaction or any judgment, order or decree which may be entered against it in any pending suit.

7. The Articles of Dissolution shall be filed with the Pyramid Lake Paiute Tribal Court and the Tribe's Tribal Council.

8. Upon receipt of the Articles of Dissolution and receipt of such assurances as it deemed necessary in connection with the dissolution of the Government Enterprise, the Pyramid Lake Paiute Tribal Court shall issue a certificate of dissolution to the Government Enterprise and provide a copy to the Tribal Council.

3.19.34 POST DISSOLUTION

1. Deposit with the Tribal Court of Amount Due Certain Parties. Upon the dissolution of a Government Enterprise, the portion of the assets to be transferred by dividend or distribution to a creditor who is unknown or cannot be found, or who is under disability and there is no person legally competent to receive such dividend or distribution, shall be reduced to cash and deposited with the Court and shall be paid over to the creditor or to his/her/its legal representative upon proof satisfactory to the Court of his/her/its rights thereto.

2. Survival of Remedy after Dissolution. The Government Enterprise shall be deemed dissolved upon

- (a) the issuance of a certificate of dissolution by the Court, or
- (b) an order issued by the Court before the Government Enterprise's assets have been liquidated as provided in this Act.

Thereupon, no remedy shall be deemed to exist as against a Government Enterprise, its directors, officers, owner or shareholder, for any right or claim existing or any liability incurred, prior to dissolution.

3. Revocation of Charter. Once the Government Enterprise has been dissolved, the Tribal Council acting in its governmental capacity shall take all actions necessary to revoke the Charter. For Section 17 Government Enterprises, the Tribal Council shall inform the Secretary of the Interior and take all action necessary to obtain an act of Congress to revoke the Charter.

3.19.35 AMENDMENTS TO CHARTER

The Governing Board may request the Tribal Council to amend the Charter or the Tribal Council may amend the Charter via petition to the Secretary of the Interior, however, no amendment shall be valid until such amendment is approved by the Secretary of the Interior and ratified by the Tribal Council.

3.19.36 CHALLENGES TO CORPORATE ACTIONS

1. Except as provided in subsection 2, below, the validity of corporate action may not be challenged on the ground that the Government Enterprise lacks or lacked power to act.
2. A Government Enterprise's power to act may be challenged only in a proceeding before the Tribal Court by Tribal Council as representative of the Owner or a director against the Government Enterprise to enjoin the act or to compel action for a failure to act.