

CHARTER  
OF THE  
HOOPA GROCERY ENTERPRISE

A TRIBAL ENTERPRISE OF THE HOOPA VALLEY TRIBE OF THE HOOPA VALLEY  
RESERVATION, CALIFORNIA

A Tribal enterprise of the Hoopa Valley Tribe of the Hoopa Valley Reservation, California

The Hoopa Valley Tribe (“Tribe”) is a federally recognized Indian Tribe. The elected Hoopa Valley Tribal Council (“Tribal Council”), acting pursuant to its inherent sovereign authority and pursuant to the powers of the Tribal Council enumerated in the Constitution and Bylaws of the Tribe and Title 52 of the Tribal Code hereby charters the Hoopa Grocery Enterprise (“HGE”), a Tribal entity created and wholly owned by the Tribe, pursuant to this charter (“Charter”).

## **ARTICLE I. NAME OF THE ENTERPRISE**

Section 1.01. The name of the enterprise is the **HOOPA GROCERY ENTERPRISE**, referred to herein as HGE or the Enterprise.

## **ARTICLE II. PURPOSE OF THE ENTERPRISE**

Section 2.01. The purposes for which the Enterprise is organized are to engage in any lawful act or activity for which an enterprise may be organized under the Title 52 of the Hoopa Valley Tribal Code. Specifically, the Hoopa Valley Tribal Council finds that the Hoopa Valley Reservation meets the United States Centers for Disease Control’s definition of a “food desert” and that a retail grocery store is therefore necessary to ensure the health, safety, and welfare of the Hoopa Valley Tribe and community.

Section 2.02. The Enterprise will act and function as a “for-profit” business enterprise of the Tribe in order to construct, manage, and operate a retail grocery store and engage in related enterprises in a businesslike manner, within the scope and limitations prescribed in this Charter.

Section 2.03. The Enterprise will employ members of the Tribe and their families whenever and wherever possible, provided nevertheless that such employment shall be in keeping with the best interest of the Tribe and the Enterprise. HGE shall not be prohibited from employing non-members of the Tribe but shall use a preference of employment that is consistent with the Tribe’s preference of employment.

Section 2.04. The Enterprise will directly finance or act a guarantor or surety for any grocery store or related enterprise operated by HGE, provided that in so acting, HGE shall apply the same prudent and reasonable business standards as though it is an off-Reservation independent source of financing, guaranty, or surety.

Section 2.05. The Enterprise will provide economic benefit to the Tribe and foster self-determination and economic self-sufficiency of the Tribe and its members through enterprise returns, specialized training and related employment and business opportunities.

Section 2.06. The Enterprise will provide revenue to the Tribe with which the Tribe can utilize for matters of public health, safety and welfare, and other governmental purposes.

Section 2.07. The Enterprise will carry out any and all activities that may be necessary, useful,

or desirable for furtherance, accomplishment, fostering, or attainment of the foregoing purposes, either directly or indirectly, either alone or in conjunction or joint venture with others, whether such others be person or organizations of any kind of nature, including but not limited to corporations, limited liability companies, partnerships, firms, associations, trusts, institutions, foundations, or governmental bureaus, departments, or agencies.

### **ARTICLE III. DEFINITIONS**

The following definitions shall apply to this Charter:

Section 3.01. "*Applicable Law*" means all tribal, federal and state laws and judicial decisions, now or hereafter in force, applicable to HGE, its property or activities, and agreements relating thereto.

Section 3.02. "*Board of Directors*" or "*Board*" means the Board of Directors of the Enterprise.

Section 3.03. "*Bylaws*" means the bylaws of the enterprise, which may be adopted under Article VIII.

Section 3.04. "*Director(s)*" means a member of the Board.

Section 3.05. "*Enterprise*" means the Hoopa Grocery Enterprise.

Section 3.06. "*Grocery Project*" means and includes all aspect of operating a retail grocery store, including, without limitation, development, construction, management, and operation of the improvements and all other duties, obligations, responsibilities, actions, and agreements relating thereto.

Section 3.07. "*Reservation*" means the Hoopa Valley Reservation, Hoopa, California and all lands, waters, and any interest therein, notwithstanding the issuant of any patent or right-of-way, within the exterior boundaries of the Hoopa Valley Reservation as defined by Applicable Law.

Section 3.08. "*Tribal Constitution*" means the Constitution of the Hoopa Valley Tribe.

Section 3.09. "*Tribal Council*" means the tribal council of the Hoopa Valley Tribe.

Section 3.10. "*Tribal Court*" means the courts of the Hoopa Valley Tribe.

Section 3.11. "*Tribe*" means, and "*Tribal*" refers to, the Hoopa Valley Tribe.

### **ARTICLE IV. JURISDICTION**

Section 4.01. The provisions of this Charter shall apply to the fullest extent of the sovereign jurisdiction of the Hoopa Valley Tribe, as authorized by Tribal law and applicable federal law.

Section 4.02. The provisions of this Charter shall apply to and be in conformity with all

agreements and other cooperative arrangements entered into by the Hoopa Valley Tribe designed to ensure economic self- sufficiency for the Hoopa Valley Tribe.

## **ARTICLE V. DURATION**

Section 5.01. The existence of the Enterprise shall be perpetual, except that HGE may be dissolved in accordance with the provisions of this Charter and the Hoopa Valley Tribal Code.

## **ARTICLE VI. TRIBAL CORPORATE STATUS; COMPLIANCE WITH APPLICABLE LAW**

Section 6.01. HGE is a separately administered and distinct, but wholly owned, enterprise of the Tribe, created pursuant to Title 52 of the Hoopa Valley Tribal Codes.

Section 6.02. The Tribal Council hereby delegates to HGE the right to exercise essential governmental functions of the Tribe for the purpose of operating a grocery retail store.

Section 6.03. It is the intent and purpose of the Tribal Council, in enacting this Charter, that the operations of HGE be conducted on behalf of the Tribe for the sole benefit and interest of the Tribe and its members.

Section 6.04. In carrying out its purposes under this Charter, HGE shall act and function as an arm of the Tribe and shall comply with all applicable law, except that HGE shall not be subject to the Title 13, the Tribal Employment Rights Ordinance

Section 6.05. HGE shall operate according to the procedures for posting and hiring employees set out in the Tribe's Personnel Ordinance, Title 30, until the Tribal Council approves a Personnel Policy consistent with Section 10.9 of this Charter.

Section 6.06. HGE shall use a hiring preference for qualified applicants as follows: (1) enrolled members of the Hoopa Valley Tribe; (2) Indian spouses of enrolled members of the Hoopa Valley Tribe; (3) Indians residing within the exterior boundaries of the Hoopa Valley Indian Reservation; (4) Indians not residing within the exterior boundaries of the Hoopa Valley Indian Reservation; (5) all other.

## **ARTICLE VII. PRINCIPAL PLACE OF BUSINESS; RESIDENT AGENT**

Section 7.01. The Enterprise's principal office for the transaction of business shall be within the Hoopa Valley Reservation, in the State of California. The Enterprise may have other offices, either within or without the Hoopa Valley Tribe's boundaries, as needed.

Section 7.02. The name of the resident agent is The Hoopa Valley Tribal Council, ATTN: Chairman, RE: Hoopa Grocery Enterprise.

Section 7.04. The mailing address of the registered office is P.O. Box 1348, Hoopa, CA 95546.

## **ARTICLE VIII. BOARD OF DIRECTORS AND OFFICERS**

Section 8.01. The Board of Directors ("Board") is hereby vested with all the powers necessary to carry out the purposes of this Charter and shall have control and management of the business and activities of HGE.

Section 8.02. Selecting Directors. In selecting Directors, the Tribal Council shall give due consideration to: the need for adequate expertise in and understanding of the grocery store industry; the need for diversity of experience on the Board; and the qualities of experience, industry, responsibility, integrity, judgment, and sensitivity to the unique cultural and social conditions and goals of the Hoopa Valley Tribe. Additionally, all Directors shall be required to: (1) pass a background check conducted by the Hoopa Valley Personnel Department consistent with HVTC Title 30a and (2) pass a credit check.

Section 8.03. Initial Board of Directors. The Initial Board of Directors ("Founding Board") shall consist of seven members appointed by the Tribal Council. The Founding Board shall be comprised of three tribal members, two members having experience in the grocery industry, and two community members having general business experience. The Founding Board shall serve staggered terms as follows:

Two tribal members, one member having experience in the grocery industry, and one community member having general business experience shall serve for two years.

One tribal member, one member having experience in the grocery industry, and one community member having general business experience shall serve for one year.

The names and terms of the Founding Board are as follows:

<b><u>Director's Name</u></b>	<b><u>Date of Term Expiration</u></b>
Darcy Miller	2/12/2020
Robbie Moon	2/12/2020
Myrtle Lewis	2/12/2020
Dorene Marshall-Kautsky	4/10/2020
Laura Ferris	4/10/2019
Gianna Orozco	2/12/2019
Barbara McCovey	2/12/2019

Upon the completion of the Founding Board member's terms, the Directors shall serve three year terms for the Founding Board member that they replace.

Section 8.04. Seal. The Founding Board shall design a seal of HGE, within 90 days of approval of this Charter, which shall include the words "a separately administered and distinct, but wholly owned, enterprise of the Hoopa Valley Tribe."

Section 8.05. Directors. The Board shall consist of no less than five Directors and no more than seven Directors. A Director shall be selected and appointed by the Tribal Council. No Director of the Enterprise shall be a member of the Tribal Council. Directors shall be persons experienced in business and/or financial management and need not be a member of the Tribe. All Directors shall hold office until the expiration of the term to which he or she was elected and shall continue to serve until their successors are duly elected and appointed.

Section 8.06. Tribal Council Liaison. The Tribal Council reserves the right to appoint a Liaison to the Board who will be a non-voting member but will have the right to attend all Board meetings and receive all materials provided to the Board. The Tribal Council Liaison will also have authority to share all information and materials received with the rest of the Tribal Council in Executive Session meetings.

Section 8.07. Quorum of Directors. The Chairman shall preside over all meetings of the Board in order to conduct any business, in the absence of the Chairman the Vice-Chairman shall preside. A majority of the Directors holding office at the time of a meeting of the Board in addition to the Chair or Vice-Chair shall constitute a quorum for the transaction of any business.

Section 8.08. Filling Vacancies. Whenever the number of Directors falls below five, the Tribal Council shall fill the vacancies within 30 days. Each Director appointed to fill a vacancy shall hold office for the remainder of the term of the position vacated.

Section 8.09. Resignation. Any Director may resign from office at any time by providing written notice to the Enterprise, the Board, and Tribal Council. Resignation shall be effective upon receipt, unless otherwise provided by the written notice. Upon resignation, a Director shall turn over to the Board all monies, books, records, minutes, documents, contracts, or other property of HGE in his or her custody or control.

Section 8.10. Removal. The Board may remove a Director(s) for cause and only after notice and a hearing are provided to the Director(s) who is subject to removal proceedings. The Board must make a determination that the Director(s) failed to perform his or her duties as a Director in order to establish cause to remove. If a Director misses three (3) consecutive regularly scheduled meetings of the Board, without being excused by the Board, cause to remove is established. The Tribal Council may also initiate removal proceedings to remove one or more Directors, with or without cause, by an affirmative vote of the majority of Tribal Council members. Upon removal, a Director shall turn over to the Board all monies, books, records, minutes, documents, contracts, or other property of HGE in his custody or control.

Section 8.11. President/Chief Executive Officer. The Board shall establish qualifications and a job description for the Chief Executive Officer, recruit and interview candidates, and present the top three candidates to Tribal Council for the final interview and selection. The Board may provide its ranking or recommendation to the Tribal Council but the Tribal Council is not bound to follow the Board's recommendation. The Tribal Council may also ask the Board to join the final interview but is not required to do so. Upon selection, the Chief Executive Officer shall have responsibility for daily operations, in accordance with such directions, policies, plans, and procedures as established by the Board; employing, directing, training, and discharging



employees; purchasing and sales; planning and development; income, expenditures, budgeting, and accounting; and providing the necessary reports to the Board in order to fulfill reporting requirements under this Charter. The Board shall have oversight of the Chief Executive Officer. If the Chief Executive Officer fails to: perform adequately, use reasonable and prudent judgment in operating the business, or act in the best interests of the Tribe he or she may be terminated by the Board, provided that the Tribal Council has been informed by the Board of the termination and has approved the termination. If the Tribal Council determines that the Chief Executive Officer is not operating the Enterprise in the best interests of the Tribe, the Chief Executive Officer may be terminated by a vote of the majority of the Tribal Council.

Section 8.12. Conflict of Interest and Nepotism. The Board shall at all times follow Title 8, the Tribe's Conflict of Interest and Nepotism Ordinance. Members of an immediate family, as defined by Tribal law, shall not serve together on the Board and the Chief Executive Officer may not be an immediate family member of any Board member.

## **ARTICLE IX. BYLAWS**

Section 9.01. Bylaws. The Board, at any regular or special meeting, is authorized to adopt, alter, amend, or repeal Bylaws and to adopt new Bylaws consistent with applicable law or this Charter by an affirmative vote of a majority of the Directors, provided that Tribal Council approves of the Bylaws. Until Bylaws are adopted by the Board, HGE shall operate under the Tribe's Bylaws.

## **ARTICLE X. OPERATIONAL REQUIREMENTS**

Section 10.01. Assets of the Enterprise. All assets acquired by HGE shall be owned by the Tribe. The Tribe may delegate the authority to manage or control tribal assets to HGE. HGE shall provide the Tribe's Property and Procurement with an inventory of all assets. The Tribe's Property and Procurement shall have the authority to audit the inventory of HGE, provided that reasonable notice has been given to HGE.

Section 10.02. Fiscal Year. The fiscal year of the Enterprise shall be from October 1st to September 30th.

Section 10.03. Fiscal Policy. Within 60 days following approval of this Charter, the Board shall adopt a written fiscal policy. The written fiscal policy shall address all financial matters of HGE, including, but not limited to, establishment of deposit accounts, disbursement policy, petty cash accounting, check approval and signatures, loan policies, banking policies, audits, bookkeeping and account, approval of obligations and contracts, funding acquisition, day-to-day cash flow and cash handling, any other related matters. Until the Board has adopted a fiscal policy, HGE shall operate under the fiscal policy adopted by the Tribal Council.

Section 10.04. Books and Records. HGE shall maintain, at its principal place of business, all financial books and records, all minutes of the Board meetings, and all other material books, records, documents, correspondence, and contracts. All such materials shall be made available, at a reasonable time, for inspection and copying by the Tribal Council, any duly authorized

representative of the Tribal Council, or any Director. Refusal to make such material available for inspection and copying shall be grounds for immediate removal. Bookkeeping and accounting will be done using SAGE 100 financial software or an equivalent financial software program that is being used by the Tribe.

Section 10.05. Budgets. Not less than 90 days prior to the beginning of each fiscal year, the Board shall prepare operating and capital budgets for the next fiscal year and present those to the Tribal Council for review and approval. Tribal Council will retain the right to approve the annual operating and capital budgets at least until any indebtedness incurred by the Tribe or secured with Tribal assets on behalf of HGE is paid in full, and longer if Tribal Council determines it is in the best interest of the Tribe to continue to do so.

Section 10.06. Reports to Tribal Council. The Board shall provide a monthly summary of financial performances and an account of any issues bearing on the financial viability of HGE to the Tribal Council. The financial information provided to the Tribal Council shall include a profit and loss accounting for the preceding month, a consolidated balance sheet, a comparison of both revenue and expenses, a comparison of actual expenses compared to budgeted expenses, and an accounts payable aging report. Additionally, the Board shall provide Tribal Council an update, in writing, on any pending legal proceeding to which HGE becomes a party within five working days. Monthly reporting shall continue until the Board is notified by the Tribal Council that a motion has passed in a regular or special tribal council meeting authorizing the Board to provide reports quarterly.

Section 10.07. Annual Reports. The Board shall, within 60 days of the close of the Enterprise's fiscal year, prepare and deliver to the Tribal Council an annual report and audited financial statement; including a balance sheet, statement of HGE's equity, state of cash flows, and a statement of income and expenses, including comparative figures from the preceding fiscal year. This report should also include any material changes and developments since the last annual report, a description of competitive conditions, any research and development activities, new or expanded lines of business, the amount of total sales and revenue and income or loss for each line of business which accounted for more than 10% of total sales and revenues, and any material pending legal proceeding to which HGE is or was a party to. The annual report shall be prepared by a certified public accountant.

Section 10.08. Training Program. HGE shall provide a reasonable training program for Hoopa Tribal members for all positions in the Grocery Enterprise, including management positions. Prior to opening the grocery store HGE shall provide the Tribal Council with a summary of this training program for review and approval prior to implementation. An updated summary of the training program will be provided to Tribal Council annually.

Section 10.09. Employment and Personnel Policy. All salaries and wages of employees of HGE shall be an expense of HGE and shall be in accordance with pay scales approved by the Tribal Council. No member of the Tribal Council shall be employed in any capacity by HGE. Within 30 days following the appointment of the Founding Board, the Board shall prepare and present to the Tribal Council a proposed written personnel policy governing all aspects of HGE employment, and other related employment matters.



Section 10.10. Indemnification. HGE shall indemnify any current or former Director, officer, or employee against reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceeding in which he or she is made a party by reason of being, or having been, such Director, officer, or employee of the Enterprise, and the reasonable costs of settlement of any such action or proceeding, if a majority of Board members not seeking indemnification or otherwise involved in the controversy determine in good faith that: the person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; any legal fees paid or settlements made are reasonable; the person seeking indemnification did not act beyond the scope of his or her employment or office; and it is in the best interests of the Enterprise that indemnification be made. If the Board is unable to act on a request for indemnification due to lack of a disinterested quorum, the decision whether to indemnify shall be submitted by the Board to the Tribal Council as an agenda item for a regular or special tribal council meeting.

Section 10.11. Indemnification of the Tribe. HGE shall defend, indemnify, and hold harmless the Tribes, its officers, and elected officials from any demand, claim, action, or other proceeding for injury, loss, damage, obligation, assessment, or penalty, and all expenses, costs and fees, including reasonable attorneys fees and expert witnesses, incurred in connection therewith, claimed or determined to result from the conduct of the business of affairs of HGE and the Grocery Enterprise.

Section 10.12. Audit and Inspection. The Tribal Council reserves the right, at its expense, to order an independent audit, at any time, of the books of HGE by a certified public accountant. The certified public accountant shall submit the audit report to the Tribal Council and a copy of the audit report to the Board. The Tribe's Chief Financial Officer shall also have authority to inspect any record of the Board or Enterprise, without limitation, any time the Chief Financial Officer is asked to do so by the Tribal Council, with reasonable notice to the Board or Enterprise and during regular business hours.

Section 10.13. Insurance. HGE will maintain fire and casualty insurance, general liability insurance, directors and officers insurance, and any other appropriate insurance, in such amounts and with such deductibles as approved by the Board, for all property owned and assigned to HGE.

Section 10.14. Tribal Policies. All actions of HGE and all of its business affairs shall be in full compliance with the policies of the Hoopa Valley Tribe unless otherwise permitted by this Charter or in writing by Tribal Council.

## **ARTICLE XI. IMMUNITIES OF THE ENTERPRISE**

Section 11.01. Jurisdictional Immunity of the Enterprise. The Hoopa Valley Tribe confers on the Enterprise all of the Tribe's rights, privileges, and immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe has such rights, privileges, and immunities, if it engaged in the business of the Enterprise.

Section 11.02. Sovereign Immunity of Tribal Entity. A Tribal entity is clothed by federal law with all the privileges and immunities of the Tribe, except as specifically limited by the Tribal entity charter, including sovereign immunity from suit in any state, federal, or tribal court. Nothing in this Title shall be deemed or construed to be a waiver of sovereign immunity of a tribal entity from suit or to be a consent of the tribal entity or the Tribe, to the jurisdiction of the United States or of any state with regard to the business or affairs of the tribal entity or to any cause of action, case, or controversy, except as provided herein.

Section 11.03. Waiver of Sovereign Immunity of the Tribal Entity. Sovereign immunity of the tribal entity may be waived only by express resolution of the Tribal Council. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the tribal entity. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the tribal entity subject thereto. Neither the power to sue and be sued provided in the charter of the tribal entity, nor any express waiver of sovereign immunity by resolution of the Tribal Council shall be deemed a consent to the levy of any judgment, lien or attachment upon any property of the tribal entity other than property specifically pledged or assigned, or any property of the Tribe, or a consent to suit in respect to any land within the exterior boundaries of the Reservation or consent to the alienation, attachment, or encumbrance of any such land.

Section 11.04. Sovereign Immunity of the Tribe. All inherent sovereign rights of the Tribe as a federally recognized Indian Tribe with respect to the existence of the tribal entity are hereby expressly reserved, including sovereign immunity from suit in any state, federal, or tribal court. Nothing in a tribal entity charter shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe or to be consent of the Tribe to the jurisdiction of the United States or of any state with regard to the business affairs of the tribal entity or the Tribe or any cause of action, case, or controversy, except as provided herein.

It is the legislative intent of the Tribal Council that the limited waiver of sovereign immunity related to wrongful termination actions that is contained in Section 1.1.04(f) of HVTC Title 1 as well as all related provisions of HVTC Titles 2 and 30 shall not be applicable to HGE as a tribal entity both before and after HGE obtains approval of a Personnel Policy from the Tribal Council.

Section 11.05. Credit of the Tribe. Nothing in this Charter, nor any activity of HGE, shall implicate or in any way involve the credit of the Tribe.

Section 11.06. Consent to Suit. The Hoopa Valley Tribe confers on HGE sovereign immunity from suit to the same extent that the Tribe would have such immunity. HGE shall have the power to sue and is authorized to consent to be sued in the Hoopa Valley Tribal Court; provided, however, that such consent shall be explicit, in a written contract or commercial document to which the Enterprise is a party, the Board of Directors specifically approved the written instrument, and any recovery against the Enterprise shall be limited to the revenues of the Enterprise.

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 revenues of HGE against which any

judgment may be executed. HGE's consent to suit shall in no way extend to, or be deemed a waiver of, the Tribe's rights, privileges, and immunities. The Tribe shall not be liable for the payment or performance of any of the obligations of HGE, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of HGE. The sovereign immunity of HGE shall not extend to actions against HGE by the Tribe.

## **ARTICLE XII. POWERS OF THE ENTERPRISE**

In furtherance of the foregoing purposes, and to the extent not prohibited by applicable law or this Charter, HGE and shall have the following powers.

Section 12.01. To apply for funds or negotiate grants or loans from the Tribe, Bureau of Indian Affairs, and any other agency, foundation, institution, or business. In such applications HGE shall be entitled to identify itself as a Tribal enterprise of the Hoopa Valley Tribe provided that HGE consults with and obtains approval from Tribal Council prior to applying or negotiating.

Section 12.02. To sell, convey, exchange, transfer, and otherwise dispose of all or any part of the equipment, fixtures, or other personal property used in the grocery store operation and controlled by HGE; provided a record of such equipment, fixtures, or other personal property has been given to the Tribe's Property and Procurement and Tribal Council by HGE.

Section 12.03. To arbitrate, compromise, negotiate, or settle any disputes relating to the authorized activities of HGE to which HGE is a party subject to the limitations set out in this Charter, provided that the Board and the Chief Executive Officer shall be required to inform the Tribal Council of the existence and resolution of any and all such disputes in a reasonably timely manner.

Section 12.04. To enter into, perform, and carry out or cancel and rescind contracts for any lawful purpose pertaining to its business or which is necessary or incidental to the accomplishments of its purpose.

Section 12.05. To provide job training, employment, and managerial development opportunities to Tribal members.

Section 12.06. To retain the services of any business consultant, professionals, and attorneys, provided that the retention of a specific attorney be approved by Tribal Council in a regular or special tribal council meeting.

Section 12.07. To sue in all courts of competent jurisdiction and to be sued, subject to the limitations set out in this Charter, and subject to prior approval of the Hoopa Valley Tribal Council in a regular or special tribal council meeting.

Section 12.08. To conduct its affairs, carry on its operations, and exercise the powers granted under this Charter in any state, territory, district, or possession of the United States;

in any foreign country; or in any sovereign nation.

Section 12.09. To engage in any and all activities that will directly and indirectly carry out the purposes of HGE as set forth above.

Section 12.10. To take all action that shall be necessary and proper for carrying into execution the foregoing powers and all the powers vested by this Charter as permitted by the purposes and powers herein stated.

### **ARTICLE XIII. LIMITATIONS OF THE ENTERPRISE**

Section 13.01. HGE may not expressly, implicitly, or otherwise through its status or activities, subject the Tribe to obligations or liability arising from contract, tort, regulation, licensing, taxation, or any other manner.

Section 13.02. HGE may not assert nor concede to any claims regarding the legal status, powers, authority or immunity of HGE or the Tribe, the Reservation, or any activities taking place or property found thereon in litigation, mediation, arbitration, or any other dispute resolution or any administrative or regulatory proceeding without the express, written consent of the Tribal Council.

Section 13.03. HGE shall only have those assets assigned to it by the Tribal Council and any assets acquired by HGE after its organization shall be owned by the Tribe. Any assets assigned to HGE by the Tribe must be approved in a resolution by Tribal Council. Any indebtedness incurred by HGE shall not in any way implicate or involve any interest in assets of the Tribe.

### **ARTICLE XIV. OWNERSHIP AND DISTRIBUTIONS**

Section 14.01. Ownership. All assets acquired by HGE or assigned to HGE by the Tribe shall be owned by the Tribe.

Section 14.02. Distributions. In addition to all annual reporting requirements in this Charter, the Board shall, upon receipt of the year-end financial statement, prepare a cash accounting report to the Tribal Council. The Board shall prepare a plan for utilizing such cash and cash equivalents for HGE purposes and distribution of any remaining cash or cash equivalents beyond the anticipated needs of HGE to the general fund of the Tribe. The Tribal Council reserves the right to disapprove or modify the plan.

### **ARTICLE XV. DISSOLUTION**

Section 15.01. Method of Dissolution. HGE may be dissolved only by a Tribal resolution passed by an affirmative vote of at least five members of the Tribal Council.

Section 15.02. Distribution of Assets. Upon winding up and dissolution of HGE, the assets controlled by the Enterprise shall be distributed in accordance with the Hoopa Valley Tribal Code.

## **ARTICLE XVI. APPROVAL AND AMENDMENT**

Section 16.01. Approval of Charter. This Charter shall be issued and become effective upon its adoption by the Tribal Council.

Section 16.02. Amendment of Charter. This Charter may only be amended by the Tribal Council.

## **ARTICLE XVII. SEVERABILITY**

Section 17.01. If any section of this Charter is found to violate applicable law, then that section shall be considered null and void and this Charter shall otherwise remain in full force and effect.


## **ARTICLE XVIII. EFFECTIVE DATE.**


The effective date of this Charter is November 13, 2017.

## CERTIFICATION

I, the undersigned, as Chairman of the Hoopa Valley Tribal Council, do hereby certify that the Hoopa Valley Tribal Council is composed of eight (8) members of which five (5) were present, constituting a quorum at a Special Meeting thereof; duly and specially, called, noticed, convened, and held on this 14<sup>th</sup> day of February 2019; and that this Charter was adopted by a vote of four (4) in favor, zero (0) opposed, and zero (0) abstained.

DATED THIS FOURTEENTH DAY OF FEBRUARY 2019.

  
\_\_\_\_\_  
Oscar Billings, Vice-Chairman  
Hoopa Valley Tribal Council

ATTEST:   
\_\_\_\_\_  
Amber Turner, Executive Secretary  
Hoopa Valley Tribal Council