

**QUILEUTE INDIAN TRIBE**  
**Quileute Tribal Enterprises Ordinance**

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**I. General Provisions**

1. Authority

The authority for this Quileute Tribal Enterprises Ordinance is found in the Constitution of the Quileute Indian Tribe, Article VI, Sections 1 (k) and (r).

2. Background and Intent

As stated in the Preamble to its Constitution, the Quileute Indian Tribe organized itself under a Constitution in order to promote its general welfare, encourage educational progress, and conserve and develop its land and resources, among other reasons. Yet federal Indian law and policy has left tribes without significant tax bases from which to generate governmental revenues, and has limited the opportunities for economic development in Indian country. This has left tribes disproportionately dependent on federal funding, which is not conducive to self-determination or to the fulfillment of the Constitutional purposes set forth above. The economic and social conditions of the Quileute people accordingly remain worse than those of the general population.

The Quileute Indian Tribe requires that its citizens, both on and off the Reservation, be accorded the maximum economic, social, and cultural benefits possible from the resources of the Quileute Reservation and services of the Tribal government. The Quileute Indian Tribe further requires that the natural, human, and economic resources of the Reservation be developed to their maximum potential in an orderly and culturally appropriate way which fulfills the needs of the Quileute people and does not harm the natural environment.

The Quileute Tribal Council finds that these requirements can best be met by establishing a governmental agency of the Quileute Indian Tribe responsible for managing the Tribe's economic development, creating jobs, and generating governmental revenue that can be used to fund Tribal governmental services and additional economic development. In this way, the Quileute Tribal Council intends to further the self-governance and economic self-sufficiency of the Quileute Indian Tribe and the Constitutional goals set forth above.

3. Definitions

For purposes of this Ordinance, the following words and phrases will have the following meanings:

- (a) "Annual Plan" means the plan for QTE's operations that this Ordinance requires QTE to submit to Tribal Council for approval each fiscal year.
- (b) "Board" means the Quileute Tribal Enterprises Board of Directors.
- (c) "Board Member" means a member of the QTE Board.
- (d) "Director" means the QTE Director who may be employed by the Board.
- (e) "Fiscal year" means the year beginning January 1st of each year and ending December 31st of the following year, for accounting purposes.

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- (f) “Indian” means an enrolled member of a federally recognized Indian tribe.
- (g) “Ordinance” means this Quileute Tribal Enterprises Ordinance.
- (h) “QTE” means Quileute Tribal Enterprises, the Tribal governmental agency established under this Ordinance.
- (i) “Reservation” means the Reservation of the Quileute Indian Tribe.
- (j) “Tribal Council” means the Quileute Tribal Council, which is the governing body of the Tribe.
- (k) “Tribal member” means an enrolled member of the Quileute Indian Tribe.
- (l) “Tribe” means, and “Tribal” refers to, the Quileute Indian Tribe.

**II. Quileute Tribal Enterprises**

1. Organization

Tribal Council hereby establishes QTE as an unincorporated, governmental agency of the Tribe having responsibility for all commercial activities undertaken by the Tribe, except as specific activities may be committed to other entities by ordinance. QTE will operate and manage on behalf of the Tribe the Tribal business enterprises existing as of the date of this Ordinance, as well as any enterprises it subsequently establishes under this Ordinance. As a governmental agency of the Tribe, QTE is created, wholly owned, and controlled by, the Tribe, and it acts on behalf of the Tribe.

2. Duration

The duration of QTE will be perpetual, unless terminated by a duly authorized Tribal Council resolution amending or repealing this Ordinance so as to terminate QTE.

3. Place of Business

The headquarters and principal place of business of QTE will be on the Reservation, and its business address will be 330 Ocean Front Drive, La Push, WA 98350, or such other address within the Reservation as the Board may hereafter designate. QTE business enterprises may also have any other places of business, on or off the Reservation, that the Board may direct. Any business transacted by QTE is deemed to occur in the Tribe’s Indian country unless no incident of such transaction occurs therein.

4. Assets

QTE will have only those assets assigned to it by Tribal Council or acquired by QTE after its organization. No activity or indebtedness of QTE may implicate or involve any interest in the assets of the Tribe not assigned to QTE by Tribal Council.

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5. Rights, Privileges, and Immunities

QTE will share all of the Tribe's rights, privileges, and immunities including, without limitation, sovereign immunity and all rights, privileges, and immunities concerning federal and state taxes and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities if it were to engage in the activities undertaken by QTE, and for such purposes, QTE will not be deemed to be an entity separate from the Tribe.

6. Seal

QTE will not have a seal.

7. Purposes

The purposes of QTE are to:

- (a) Operate and manage all Tribal business enterprises and commercial activities (except those otherwise committed by ordinance) in an efficient, business-like manner designed to protect the long-term interests of the Tribe and to maximize revenues that QTE and the Tribe can use for governmental purposes;
- (b) Diversify and expand the economic activity of the Tribe in ways that will ensure the Tribe's self-sufficiency and continued improvement in educational, economic, social, and cultural conditions;
- (c) Conduct research, evaluations, and feasibility studies to identify additional business opportunities that can be established, expended, or operated on or from the Reservation, to the economic benefit of the Tribe and its members;
- (d) Provide governmental revenues to the Tribe for its use in providing governmental services (including, without limitation, law enforcement, judicial services, education, cultural activities, elder services, and more), thereby reducing the Tribe's dependence on outside funding sources and enhancing the Tribe's ability to provide needed services to its members;
- (e) Promote the economic development of the Tribe, including by investing revenues in future economic development for the economic benefit of the Tribe and its members;
- (f) Provide employment, training, advancement, and other economic opportunities to Tribal members and other Indians in accordance with the Tribe's Tribal Employment Rights Ordinance;
- (g) Use and develop Tribal resources in a culturally appropriate way that also appropriately preserves and protects them;
- (h) Identify and suggest to Tribal Council opportunities for generating tax revenue from QTE's commercial activities; and

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- (i) Foster the self-determination and economic self-sufficiency of the Tribe and its members through revenue returns and related employment and business opportunities.

8. Powers of Quileute Tribal Enterprises

Subject to applicable law and the limitations and requirements of this Ordinance, QTE is authorized and empowered to exercise the powers to:

- (a) Hire and discharge employees and contract for professional services;
- (b) Sue and, to the extent permitted by a waiver of sovereign immunity duly authorized in accordance with the terms of this Ordinance, be sued;
- (c) Enter into contracts for any legal purpose, and consistent with this Ordinance, with any individual, corporation, other business entity, other government, or other government agency;
- (d) Operate Quileute Oceanside Resort & RV Park, Lonesome Creek Store, Quileute Harbor Marina, Ki'tla Center, and River's Edge Restaurant, and any future enterprises;
- (e) Establish and operate new commercial ventures to be governed by QTE; and
- (f) Engage in such activities and take such actions reasonably necessary to carry out these powers and any other power conferred on it by Tribal Council.

9. Limitations on Powers

The following powers are expressly reserved to Tribal Council and QTE does not have the power to:

- (a) Enter into any agreement, whether express or implied, in the Tribe's name;
- (b) Pledge the credit of the Tribe;
- (c) Dispose of, pledge, or otherwise encumber real or personal property of the Tribe other than QTE's interests therein;
- (d) Waive any right, privilege, or immunity of the Tribe (including, without limitation, the Tribe's sovereign immunity), or release any obligation owed to the Tribe;
- (e) Waive QTE's sovereign immunity without the express written approval of Tribal Council;
- (f) Enter into any contract for an amount exceeding the amount approved by Tribal Council in the Annual Plan without the express written approval of Tribal Council;
- (g) Enter into any sublease or other encumbrance or instrument respecting Tribal lands leased

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to QTE without the express written approval of Tribal Council; or

- (h) Name the Tribe or attempt to join the Tribe in any claim, action, suit, proceeding, dispute, or other matter, whether as plaintiff, defendant, or otherwise, without the express written consent of Tribal Council.
- (i) Distribute revenues as per capita payments or use or distribute revenues in any manner inconsistent with this Ordinance, which limits QTE's uses and distribution of its revenues.

**III. Quileute Tribal Enterprises Board**

1. Establishment and Composition of Board

Tribal Council hereby establishes the Quileute Tribal Enterprises Board of Directors to provide oversight and direction for QTE. The Board will consist of five Board Members appointed by Tribal Council. All Board Members must be enrolled members of the Tribe eligible to vote in Tribal elections. No current Tribal Council member may serve on the Board. No current QTE employee may serve on the Board of Directors.

2. Term of Office

Board Members will serve staggered three-year terms. In order to stagger the terms, for the first five Board Members appointed, two Board Members will serve three-year terms, two Board Members will serve two-year terms, and one Board Member will serve a one-year term. Upon expiration of those initial terms, all terms will be three-year terms.

3. Selection of Board Members

The Tribal Council (or its designee) will solicit the interest of Tribal members in serving on the QTE Board. Any Tribal member who wishes to announce their candidacy for a position on the QTE Board must submit a letter of interest and résumé to the Tribal Council (or its designee) no later than the deadline established by Tribal Council for such submission of such letters. Tribal Council (or its designee) will review the submitted materials and compile a list of proposed QTE Board members from the interested and qualified candidates. Tribal Council will appoint Board Members from the interested and qualified candidates. In the unlikely event that there are not sufficient Tribal members willing or qualified to serve on the QTE Board, the Tribal Council may temporarily appoint Tribal member employees of the Tribe (but not employees of QTE) to fill a QTE Board position, with the advice and consent of the Tribe's General Manager.

In selecting Board Members for the Board, Tribal Council (and any designee) will give due consideration to the following factors:

- (a) The qualities of industry, responsibility, integrity, judgment, commitment, and sensitivity to the Tribe's goals and its unique economic, social, and cultural conditions;
- (b) Diversity of experience;
- (c) Education and business experience, including, especially, experience in, and

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understanding of, the various business enterprises that QTE operates and manages;

- (d) Any conflicts of interest that may exist; and
- (e) Criminal history—Board Members must not have been convicted within the last seven years of any felony (other than a conviction for asserting tribal treaty rights) or of a misdemeanor involving controlled substances or dishonesty in any tribal, state, or federal court.

4. Powers of the Board

Subject to applicable law and the limitations and requirements of this Ordinance, Tribal Council hereby delegates to the Board the power, responsibility, and authority to:

- (a) Establish bylaws governing its own procedures;
- (b) Promulgate and amend policies, procedures, and plans (consistent with applicable law) necessary to implement the provisions of this Ordinance and to provide the direction for the operation and administration of QTE, including, without limitation, employment policies and accounting policies;
- (c) Provide oversight and direction for QTE with the goal of maximizing governmental revenues, minimizing losses, expanding employment opportunities for members of the Tribal community, and achieving the purposes of this Ordinance;
- (d) Hire, supervise, discipline, and fire the QTE Director;
- (e) Make necessary and appropriate delegations of authority;
- (f) Advise Tribal Council on issues of economic development;
- (g) Communicate and negotiate with representatives of other governments and private businesses;
- (h) Approve and grant the authority to one or more Board Members or officials of QTE to execute contracts consistent with the Annual Plan approved by Tribal Council, provided that any contracts that exceed the amount approved by Tribal Council in the Annual Plan or waive QTE's sovereign immunity must first be approved in writing by Tribal Council;
- (i) Research and bring recommendations to Tribal Council for the acquisition, lease, management, encumbrance, and disposal of real and personal property;
- (j) Open bank accounts in the name of QTE and any QTE business enterprises as reasonably necessary to ensure effective operation of QTE and its business enterprises;
- (k) Obtain the capital and operating funds necessary for the continued success and operation of QTE;

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- (l) Consistent with the Annual Plan approved by Tribal Council, change the nature, volume, and scope of the commercial activities conducted by QTE, including without limitation establishing new enterprises and divisions of QTE;
  - (m) File suit in any court of competent jurisdiction and defend QTE against any suits filed against it;
  - (n) Pay to Board Members the stipends authorized by Tribal Council and reimburse Board Members for their reasonable and actual expenses necessary to attend Board meetings and conduct authorized Board business; and
  - (o) Take all other appropriate actions reasonably necessary to implement the provisions of this Ordinance.

5. Responsibilities of the Board

The Board's responsibilities include, without limitation, the responsibilities to:

- (a) Meet regularly and provide genuine oversight and direction for QTE;
- (b) Keep, or cause to be kept, a complete and accurate record of all Board meetings, including written documentation of all motions and resolutions passed by the Board;
- (c) Keep, or cause to be kept, complete, accurate, and auditable accounting and other records of QTE's operations;
- (d) Adhere to the reporting and distribution requirements of this Ordinance, including the requirements of an Annual Plan, quarterly reports, annual audit, prompt reporting of claims, and quarterly distribution of net revenues to the Tribe;
- (e) Adhere to the Annual Plan approved by Tribal Council and obtain prior Tribal Council approval for any proposed deviations from the Annual Plan;
- (f) Engage in long-range economic development planning, and continually explore and assess new economic development opportunities;
- (g) Provide such additional information to Tribal Council and its designees as Tribal Council may request;
- (h) Ensure that QTE complies with applicable laws, regulations, and policies; and
- (i) Act in good faith and in the best interests of QTE and the Tribe at all times.

6. Meetings

The Board will meet as often as necessary to conduct its business, but no less frequently than monthly. Special meetings of the Board may be called by the Chairperson or by any three Board Members. In the event that Tribal Council has proclaimed a state of emergency, Board Members

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may participate in meetings by telephone, video conference, or similar communications equipment that enables all participating Board Members to hear one another. The Board will give Tribal Council notice of all Board meetings and Tribal Council members may attend any Board meetings.

7. Quorum; Action by Majority Vote

A quorum of at least four Board Members is required in order to conduct Board business. The Board will make decisions by majority vote of the Board Members in attendance at any meeting at which there is a quorum.

8. Election of Executive Officers

Each time a new term begins for one or more positions on the Board, the Board Members will elect executive officers consisting of a Chairperson, Vice-Chairperson, Secretary and Treasurer. Elected executive officers will serve until the following year when one or more new Board Members are appointed.

9. Vacancies

If a Board Member's position becomes vacant before the end of the Board Member's term, whether because of removal, resignation, or any other reason, Tribal Council will appoint a successor to serve for the remainder of the term.

10. Resignation

A Board Member may resign at any time by delivering a written resignation to Tribal Council. The resignation will be effective upon receipt, unless otherwise provided by its terms and agreed to by Tribal Council.

11. Removal

A Board Member may be removed for good cause by a majority of all Tribal Council members. Good cause includes, without limitation, repeated failure to attend Board meetings, neglect of duty, abusing the powers or privileges of office, conflict of interest, or engaging in criminal acts. Before voting to remove a Board Member, Tribal Council must give the Board Member reasonable written notice of the reasons for the proposed removal and an opportunity to respond to such notice at a meeting of Tribal Council. Tribal Council's decision to remove a Board Member is final.

12. Stipend

Board Members may receive a stipend to attend meetings, with the per meeting amount and conditions for, and limitations upon, receiving such payment to be determined and set on an annual basis by Tribal Council as part of its review and approval of QTE's Annual Plan. Tribal Council may also authorize, as part of its review and approval of QTE's Annual Plan, a stipend rate for additional work relating to specific Board projects performed by one or more Board Members on behalf of, and with the prior written approval of, the Board. The Board may also reimburse Board Members for their reasonable and actual expenses necessary to attend Board meetings and conduct authorized Board business.

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**III. QTE Director**

1. Employment of QTE Director

At such time as the Board deems necessary and fiscally prudent, the Board will employ a Director to manage the day-to-day administration and affairs of QTE, subject to the direction and oversight of the Board. The QTE Director will report to the Board. When there is no Director, the Board will be responsible for carrying out the Director's duties.

2. Authority and Duties of QTE Director

The QTE Director will have the authority and duty to take all day-to-day administrative actions reasonably necessary to implement and enforce this Ordinance and such other policies, procedures, plans, and direction that the Board establishes, all in accordance with applicable laws and regulations. The QTE Director's authority and duties include, without limitation, the following:

- (a) Administer, supervise, and direct the activities of QTE and all QTE business enterprises;
- (b) Advise the Board regarding QTE operations and economic development matters;
- (c) Keep the Board informed about QTE's activities, and prepare written reports to the Board regarding QTE's activities and financial status and meet with the Board to report on QTE's activities at least monthly, or as often as the Board may require;
- (d) Hire, supervise, discipline, and fire QTE employees in accordance with applicable laws and policies (including, without limitation, applicable Tribal and Indian preference requirements);
- (e) Set QTE employee salaries consistent with the approved Annual Plan and approve job descriptions for each employee of QTE;
- (f) Execute contracts that the Board delegates authority for the Director to sign, in compliance with any limitations on such delegation of authority that the Board may establish;
- (g) Make necessary and appropriate delegations of authority;
- (h) Keep or cause to be kept, complete, accurate, and auditable accounting and other records of QTE's operations;
- (i) Obtain proposed budgets from each QTE business enterprise; prepare a proposed overall budget for QTE, and prepare a draft Annual Plan for the Board each fiscal year;
- (j) Assist the Board with the other reporting and distribution requirements of this Ordinance by preparing draft quarterly reports for the Board, reporting any claims promptly to the Board, and facilitating quarterly distributions to the Tribe;

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- (k) Conduct or cause to be conducted inventories of QTE assets at commercially reasonable intervals;
- (l) Maintain QTE assets in good condition;
- (m) Procure appropriate insurance as directed by the Board, in accordance with the requirements of this Ordinance;
- (n) Ensure that all income received by QTE and any QTE business enterprise is deposited in the appropriate bank account(s);
- (o) Meet revenue goals and foster the growth and expansion of QTE in a responsible and business-like manner, without endangering QTE assets or investments by incurring excessive debts or encumbrances;
- (p) Adhere to the Annual Plan approved by Tribal Council and obtain prior Board approval (which requires prior Tribal Council approval) for any proposed deviations from the Annual Plan;
- (q) Ensure that QTE complies with applicable laws, regulations, and policies;
- (r) Ensure that QTE complies with its contractual obligations;
- (s) Act in good faith and in the best interest of QTE at all times; and
- (t) Take all other appropriate actions reasonably necessary to implement the provisions of this Ordinance.

**IV. Reporting and Distribution Requirements**

1. Annual Plan

At least 45 days before the end of each fiscal year, the Board must approve and submit to Tribal Council an Annual Plan for QTE's operation in the upcoming fiscal year. The Annual Plan must include at least the following information:

- (a) An unaudited report of the current fiscal year's operations to that date, including expenditures, income, profits, and performance relative to the goals set in the previous Annual Plan;
- (b) A projection of the final report for the current fiscal year;
- (c) A proposed budget for the upcoming fiscal year;
- (d) Any new enterprises or other planned changes in the nature of the commercial activities to be conducted by QTE in the upcoming fiscal year;

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- (e) Any planned expansion or reduction in the inventory, assets, facilities, or personnel of QTE in the upcoming fiscal year;
  - (f) Any construction, major repairs, major equipment purchases, or other capital expenditures proposed for the upcoming fiscal year, and the planned source of funds for the same; and
  - (g) Such other information as Tribal Council directs.

2. Quarterly Reports

At least quarterly, within 30 days after the end of each quarter of the fiscal year, or more frequently as Tribal Council may direct, the Board must submit to Tribal Council a report of the operations and financial status of QTE for that quarter and for the fiscal year to date. Such reports must contain at least such information as Tribal Council directs.

3. Audits

The Board must cause an annual audit of QTE's accounts to be conducted by a Certified Public Accountant who is not an employee of QTE or of the Tribe. The Board must provide the final audit report to Tribal Council promptly upon receipt, and no later than 150 days after the end of the fiscal year. At any time during the fiscal year, Tribal Council has the right to conduct its own audit or inspection of QTE's finances and records at no expense to QTE.

4. Claims

QTE must promptly report to Tribal Council any claims filed against QTE in any judicial, quasi-judicial, administrative, or arbitral forum, and must keep Tribal Council reasonably apprised of the progress of such claims, such that Tribal Council may take action to protect any Tribal interests, rights, privileges, and immunities, if it deems necessary.

5. Distribution of Net Revenues

QTE is authorized to expend its gross revenues in accordance with its approved Annual Plan and to pay its operating expenditures and other expenditures authorized by Tribal Council from its gross revenues. QTE will distribute its remaining net revenues to the Tribe each quarter as follows:

- (a) QTE will pay a specified percentage (to be determined each year by Tribal Council) of its net revenues to a tribal economic development fund, which will be appropriated by Tribal Council in its sole discretion for the following Tribal governmental purposes: operation and development of QTE, operation and development of new Tribal commercial ventures, and technical assistance for Tribal enterprises; and
- (b) QTE will pay the remaining percentage of its net revenues to the Tribe's general fund, which will be appropriated by Tribal Council in its sole discretion to fund Tribal governmental operations and governmental services that may include, without limitation, law enforcement, the Tribal Court system, education, cultural activities, childcare, elder services, and emergency services.

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QTE will not distribute any of its revenues to any individual or entity other than the Tribe.

**VI. Limitations on Liability**

1. Limitations on Liability

- (a) The Tribe is not liable for QTE’s debts, obligations, or actions; and the property of the Tribe may not be subject to judgment, lien, or attachment in connection with QTE’s debts, obligations, or actions.
- (b) No lawful act of Tribal Council (or any member thereof), the QTE Board (or any Board Member), the QTE Director, or any QTE employee may result in personal liability on their part for the debts, acts, or omissions of QTE.

2. Indemnification

QTE will indemnify any current or former Board Member, officer, or employee of QTE against reasonable and actual expenses (including attorney fees, judgments, fines, and reasonable expenses of settlement) necessarily incurred by such person in the defense and settlement of any action, suit, or proceeding (except one brought by QTE or the Tribe) to which such person is made a party by reason of the fact that such person is or was a Board Member, officer, or employee of QTE acting on behalf of QTE, provided that the Board (without any Board Member seeking indemnification or, if a quorum accordingly cannot be attained, then Tribal Council) determines that:

- (a) Such person did not commit intentional misconduct or act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent;
- (b) Such person did not act beyond the person’s scope of authority; and
- (c) Indemnification is in the best interests of QTE.

QTE has no obligation to advance funds for indemnification, but if it does, and such person is later found not to qualify for indemnification for a reason set forth in subsections (a) or (b) of this section, then such person must repay QTE all amounts advanced.

3. Insurance

QTE must maintain insurance appropriate to cover the operations of QTE and all QTE business enterprises, with policy limits and types of coverage specified by the Board. Any insurance policy must require that the insurer waive any right it may otherwise have to raise the sovereign immunity of QTE as a defense to claims against the policy. This waiver applies only to the insurer, and not to QTE or to the Tribe. In no event may this section, or QTE’s procurement of insurance, be construed as a waiver of sovereign immunity, or to disqualify QTE from sharing the Tribe’s sovereign immunity.

4. Sovereign Immunity

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- (a) Nothing in this Ordinance waives or may be deemed to waive the Tribe's sovereign immunity from suit, which the Tribe expressly reserves. QTE does not have the authority to waive, and must not purport to waive, the Tribe's sovereign immunity from suit.
  - (b) Tribal Council intends for QTE to share all of the Tribe's rights, privileges, and immunities, including, without limitation, sovereign immunity. Nothing in this Ordinance waives or may be deemed to waive QTE's sovereign immunity from suit, which may only be waived as provided in the following subsection.
  - (c) QTE's sovereign immunity may be waived only by express resolution of Tribal Council. Waivers of sovereign immunity are disfavored and may be granted only when necessary to secure a substantial advantage or benefit to QTE. Waivers of sovereign immunity must be express and must be limited as to duration, grantee(s), permitted claims, nature of damages allowed, property or funds designated for recovery, forum(s) having jurisdiction, and applicable law. Any such limited waivers of sovereign immunity must be strictly construed in favor of QTE.
  - (d) Neither the power to sue and be sued provided in this Ordinance nor any express waiver of sovereign immunity provided according to this Ordinance, may be deemed a consent to the levy of any judgment, lien, or attachment upon property of QTE other than that specifically pledged or assigned, or upon any property of the Tribe.

**X. Miscellaneous**

1. Construction

The purposes of this Ordinance are hereby declared remedial and its provisions will be liberally construed and enforced according to the laws of the Quileute Indian Tribe.

2. Severability

If any provision of this Ordinance, or its application to any person under any circumstances, is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect.

3. Sovereign Immunity

Notwithstanding anything to the contrary, nothing in this Ordinance waives or may be interpreted to waive the sovereign immunity of QTE, the Tribe, or any of either's officers, employees, or agents acting within the scope of their authority.

4. Effective Date

This Ordinance will take effect immediately upon approval by Tribal Council and will supersede and replace any and all prior ordinances of the Tribe relating to the subject matter of this Ordinance.