

## TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

THREE AFFILIATED TRIBES

P.O. BOX 488

NEW TOWN, ND 58763

WEBSITE: www.mhatero.com

GENERAL CONTRACTOR (**CONSTRUCTION**)

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

FORM OF BUSINESS: ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER

OWNER(S) NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

INSURANCE COMPANY \_\_\_\_\_

**\*ATTACH COPY OF INSURANCE POLICY TO APPLICATION OR APPLICATION WILL NOT BE APPROVED\***

ADDRESS \_\_\_\_\_

POLICY # \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

WORKMENS COMP. # \_\_\_\_\_

UNEMPLOYMENT # \_\_\_\_\_

BOND COMPANY NAME \_\_\_\_\_

FEDERAL I.D. # \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

TYPES OF WORK PERFORMED 1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

TOTAL NUMBER OF SERVICE(S) PROVIDED \_\_\_\_\_

## **TERO COMPLIANCE PLAN**

### **INSTRUCTIONS**

Pursuant to Chapter 10 of the TERO Ordinance the following Compliance Plan shall be filled out completely, prior to any commencement of work by any Prime Contractor/Operator, Subcontractor, or Supplier who intends to perform any work on the Fort Berthold Indian Reservation.

**TERO ORDINANCE:**        Enacted May 13, 1983, by Resolution #83-122-S,  
revised March 11, 1993, by Resolution #93-40-JJR.

### **CHAPTER 10- COMPLIANCE PLAN**

Subsequent to the effective date of this Ordinance, no covered employer who intends to do business within the exterior boundaries of the Fort Berthold Indian Reservation, shall commence the conduct of such business until such time as he/she has consulted with the TERO Director and/or staff for the purpose of being advised of his/her/its Indian preference and other obligations, as prescribed by and set forth in this Ordinance, in any and all supplementary ordinances, and in any and all rules, regulations, and/or guidelines promulgated by the TERO Commission. After such consultation and previous to the commencement of the conduct of business, such covered employer shall develop a compliance plan which is acceptable to and approved by the TERO Director.

PROJECT \_\_\_\_\_ NUMBER \_\_\_\_\_

**PROJECT TYPE:** ☐ BUILDING CONSTRUCTION ☐ ROAD/RELATED CONSTRUCTION ☐ OTHER

### SUBCONTRACTOR & SUPPLIERS

PREFERENCE OF SUBCONTRACTORS SHALL BE GIVEN TO RESIDENT CERTIFIED INDIAN CONTRACTORS OF THE FORT BERTHOLD INDIAN RESERVATION. PLEASE LIST BELOW ALL SUBCONTRACTORS & CONTACT INFORMATION.

1. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

2. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

3. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

4. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

5. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

6. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

7. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

8. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

9. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

10. COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**PLEASE NOTE:**

**IF ANOTHER SUBCONTRACTOR OR SUPPLIER IS NEEDED, FIRM SHALL CONTACT THE TERO OFFICE TO MODIFY THIS COMPLIANCE PLAN. SUBCONTRACTORS AND SUPPLIERS THAT ARE ON THE WORK SITE WHO ARE NOT PARTICIPANTS ON THE VENDORS LIST, WILL NECESSITATE SANCTIONS PURSUANT TO CHAPTER 20 OF THE TERO ORDINANCE, TO THE PRIME CONTRACTOR/OPERATOR, SUBCONTRACTOR AND/OR SUPPLIER INVOLVED.**

## EMPLOYMENT

PREFERENCE IN EMPLOYMENT SHALL BE GIVEN TO RESIDENT INDIANS OF THE FORT BERTHOLD RESERVATION. PLEASE LIST TYPE AND TOTAL NUMBER OF POSITIONS THAT WILL BE FILLED WITH THREE AFFILIATED TRIBES TERO REFERRALS AND TOTAL.

	POSITION TYPE	HOURLY WAGE	TERO POSITIONS	TOTAL POSITIONS
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

PLEASE NOTE: STRICT ADHERENCE TO THIS COMPLIANCE PLAN SHALL BE FOLLOWED. ANY MODIFICATIONS TO THIS COMPLIANCE PLAN SHALL REQUIRE TERO APPROVAL.

This compliance plan will be for this project/operation only, if another project/operation is to be performed a unique compliance plan will need to be completed.

\_\_\_\_\_  
AUTHORIZED COMPANY OFFICIAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOB PLACEMENT OFFICER OR DESIGNATE

\_\_\_\_\_  
DATE

TRIBAL EMPLOYMENT RIGHT OFFICE (TERO)

THREE AFFILIATED TRIBES

GENERAL CONSTRUCTION DEVELOPMENT AGREEMENT

Whereas this agreement is entered into on this date between the Three Affiliated Tribes Tribal Employment Rights Office,  
and \_\_\_\_\_, with respect to employment practices on the Fort Berthold Reservation.



## CONTRACTORS/SUBCONTRACTORS:

That the entity shall comply with the procedures for the selection of Contractors and Sub-contractors as set forth in the Tribal Ordinance or the Three Affiliated Tribes of the Fort Berthold Indian Reservation, Resolution #83-122-S, subsequently revised by Resolution #93-40-JJR.

The TERO will receive notice in the form of copies of bid forms let by any entity for all Contracting and Sub-contracting jobs on the Fort Berthold Reservation. The notice will be given reasonably in advance of any contract awarded, but no later than (5) days in advance of any award, unless notice cannot be given due to business consideration.

\_\_\_\_\_, shall be responsible for its contractors and sub-contractors, who must comply with Tribal Employment Rights Ordinance, (Chapter 6, "Scope of Indian Preference").

## EMPLOYMENT PRIORITY

TERO will maintain a list of available resident Indians and Indian employees for employment. The TERO shall be given at least three (3) business days notice of any positions to be filled or vacancies.

Employer shall hire, either for a job vacancy or new positions, all available resident Indians or Indian applicants who meet pre-employment standards. For the purpose of this agreement, pre-employment standards are those directly job related standards of fitness and ability which indicate that with a reasonable amount of training a person will be capable of satisfactorily performing the job, as well as jobs at a higher level which with a reasonable amount of further training, are normally filled by progression from the entry job. This provision applies to those persons who at the time of application for employment are not fully qualified for the available job, but general potential of becoming qualified through a reasonable amount of training.

## PRE-EMPLOYMENT STANDARDS

Employer will not use qualifications, criteria, or other requirements as barriers to resident Indians or Indian employment, except where such criteria, or qualification requirements are required by business necessity. However, employer shall have the burden of showing that such criteria or requirements are required by business necessity.

## TRAINING

Employer shall agree that all resident Indians and Indian employees will be adequately trained for the positions for which they are hired. All Indian employees will be evaluated and paid according to current employer and company policies.

## DISCRIMINATION

There shall be no discrimination in the amount and rate of wages, fringe benefits or in any other elements of employment to employees on the basis of race, creed, color, age, sex, national origin, or religion.

## EMPLOYMENT GOALS

The following will apply to all: CONTRACTORS AND SUB-CONTRACTORS.

- A. Employer working on or near the Fort Berthold Indian Reservation agrees that at least 50% of all employees in the skilled positions will be filled by resident Indian or Indian Employees.
- B. Employer working on or near the Fort Berthold Indian Reservation agrees that at least 100% of all its employees in the unskilled positions will be filled by resident Indians or Indian Employees.

- C. If the employer fails to meet the required percentage of resident Indian and Indian employment goals as set forth above, it shall have the burden of justifying the rejection of every resident Indian or Indian applicant for any positions which become available and of substantiating the criteria used in hiring for the position as being relevant to the job being performed.

#### CONTRACTING/SUB-CONTRACTING GOALS

The following will apply to all: CONTRACTORS AND SUB-CONTRACTORS

- A. Employer working on or near the Fort Berthold Indian Reservation, agrees that at least 100% of all sub-contractors and/or suppliers shall be contracted to Certified Indian Contractors, who are located within the exterior boundaries of the Fort Berthold Reservation or otherwise.
- B. Employer working on or near the Fort Berthold Indian Reservation, agrees that at least 100% of all sub-contractors and/or suppliers shall be contracted to Indian Contractors, who are located within the exterior boundaries of the Fort Berthold Indian Reservation, or otherwise.

#### TERO FEE'S

- A. Completed by GENERAL Contractor

Pursuant to Chapter 11 of the Tribal Employment Rights Ordinance and BAT Fee Resolution #95-71-DSB., the PRIME CONTRACTOR:

HEREBY, \_\_\_\_\_, shall pay 2.5% fee of the total Project cost of construction. The 2.5% fee shall apply for each project contracted.

HEREBY, \_\_\_\_\_, shall pay \$5,000.00 per annum, for the privilege of doing business as a Prime/General Contractor on the Fort Berthold Reservation.

#### INSPECTIONS

The TERO Director or his/her designated person shall have the right to make Compliance Inspections of all employment sites within the exterior boundaries of the Fort Berthold Reservation.

#### RECORDS

Employer shall maintain records on all workers who apply for work, including those who were not employed, or were employed and subsequently terminated. The files shall reflect the name, last known address, and employee craft or category of which the employee is or was available. If called and not hired, or if later terminated, the file shall reflect the reasons why he or she was not hired or was terminated. Such files shall be available at reasonable times and upon reasonable notice to the Director and/or designate.

#### ASSISTANCE

If employer deems that an employee's performance is such that he/she is in danger of being suspended or terminated, employer shall contact TERO for assistance in working out the problem.

## EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that employer recognized that its operations are taking place within a unique cultural setting upon the Three Affiliated Tribes Fort Berthold Reservation. Accordingly, employer, in conjunction with the Director of TERO, will consider and take into account Tribal Holidays and other cultural customs as well as the needs of the business, so as to promote rather than hinder the employment of resident Indians and Indians.

## LAYOFFS

If a layoff is required, employer shall maintain a layoff consistent with its obligations under Section 6 in this agreement to employ resident Indians and Indians up to the required percentage of the work force. Any layoff must be justified by business consideration or necessity.

## DURATION

This agreement shall be for a one year period from the date it is approved by the TERO Director.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED COMPANY OFFICIAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TERO DIRECTOR OR DESIGNATE