

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) **10-F**

THREE AFFILIATED TRIBES

P.O. BOX 488

NEW TOWN, ND 58763

PHONE: (701)627-6263 FAX: (701)627-4496

WEBSITE: www.mhatero.com



PRIME CONTRACTOR- CONSTRUCTION

LICENSE AGREEMENT

NAME of FIRM: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

NEW FIRM to FBIR

RENEWAL FIRM to FBIR

100% MHA MEMBER

OTHER FEDERALLY RECOGNIZED TRIBAL MEMBER

FORM OF BUSINESS: SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION OTHER

OWNER(S): _____

CONTACT PERSON: _____ PHONE: _____

EMAIL: _____

CERTIFICATE of AUTHORITY NO YES, if yes please name below

COA: _____ **TITLE:** _____

INSURANCE COMPANY: _____ POLICY # _____

EFFECTIVE DATE: _____, 20__ BOND COMPANY NAME : _____

WORKMAN COMP #: _____ UNEMPLOYMENT #: _____

FED I.D. # _____ # of YEARS WORKING ON FBIR: _____

TYPES of WORK PERFORMED:

1. _____ 2. _____

3. _____ 4. _____



TERO COMPLIANCE PLAN

INSTRUCTION:

Pursuant to *MHA TERO Ordinance- Section 401: NOTIFICATION of TERO REQUIREMENTS & TERO COMPLIANCE PLAN* shall be filled out completely, prior to any commencement of work by Prime Contractors/ Operator, subcontractor, or supplier who intends to perform any work on FBIR (Fort Berthold Indian Reservation).

TERO ORDINANCE: Revised by MHA Nation Resolution 22-262- FWF on November 16, 2022.

SECTION 401: NOTIFICATION OF TERO REQUIREMENTS & TERO COMPLIANCE PLAN

All Covered Employers and all Entities subject to this Ordinance shall, no less than twenty days prior to commencing business on the Reservation, prepare a plan, acceptable to TERO Director, setting out how the Employer or Entity shall comply with the requirement of this Ordinance and implementing regulations. A Covered Employer or Covered Entity already present on the Reservation on the effective date of this Ordinance that has not prepared a Compliance Plan acceptable to the TERO director, shall come into compliance with the requirement of this section within 60 days of the effective date of this Ordinance.

PLEASE NOTE: ALL PRIME CONSTRUCTION APPLICATION must have a completed Compliance Plan attached to your application. This application will not be accepted by TERO without a Compliance Plan.



Please mark that all apply:

PROJECT TYPE:

Building Construction: []: TRIBAL []: STATE

Project Number: _____

Road/Related Construction: []: TRIBAL []: STATE

Project Number: _____

**SUBCONTRACTORS & SUPPLIERS-
TITLE III. 301 INDIAN PREFERENCE CONTRACTING WILL BE GIVEN THE FIRST PRIORITY IN THIS
COMPLIANCE PLAN.**

LIST SUBCONTRACTORS/ SUPPLIERS CONTACT INFORMATION & TERO LICENSE NUMBER.

- | | |
|-------------------------|-----------------------|
| 1. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 2. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 3. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 4. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 5. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 6. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 7. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 8. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 9. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |
| 10. COMPANY NAME: _____ | CONTACT PERSON: _____ |
| EMAIL: _____ | PHONE: _____ |
| | TERO # _____ |

PLEASE NOTE: SUBCONTRACTORS & SUPPLIER THAT ARE ON WORK SITE WHO ARE NOT LICENSED BY TERO, WILL BE CITED BY TERO COMPLIANCE OFFICERS. INDIVIDUALS WILL BE ASK TO LEAVE WORK SITE, NOT TO RETURN TIL THEY BECOME COMPLIANCE WITH TERO. PRIME MAY BE SUBJECT TO SANCTION/ CITATION, AS DETERMINED BY TERO COMPLIANCE.



EMPLOYMENT

PREFERENCE in EMPLOYMENT SHALL BE GIVEN TO RESIDENT INDIANS of the FBIR. PLEASE LIST TYPE & TOTAL NUMBER OF POSITIONS THAT WILL BE FILLED WITH THREE AFFILIATED TRIBES TERO REFERRALS & TOTAL POSITIONS.

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

PRIME WILL KEEP IN CONTACT WITH TERO JOB PLACEMENT OFFICE FOR ALL EMPLOYMENT OPPORTUNITIES AS REQUIRED FOR QUALIFIED RESIDENT INDIANS & INDIAN APPLICANTS ON ALL PROJECT/ OPERATION IS TO BE PERFORMED ON FBIR.

AUTHORIZED COMPANY OFFICIAL

DATE

JOB PLACEMENT OFFICAL or DESIGNATE

DATE



**TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
THREE AFFILIATED TRIBES
CONSTRUCTION DEVELOPMENT AGREEMENT**

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

- **PRIME CONTRACTOR**

That entity shall comply with the procedures for the selection of Contractors & 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 & including by Resolution 22-626-FWF Revised November 16, 2022.

The TERO will receive notice in the form of copies of bid forms let by any entity for all Contracting & Sub-Contracting jobs on the Fort Berthold Reservation. The notice will be given reasonably in advance of any contract awarded, but no longer than (7) days in advanced of any award, unless notice cannot be given due to business consideration.

_____, shall be responsible for its Contractors & Sub-Contractors, who must comply with Tribal Employment Rights Office Ordinance (TITLE III. 301 INDIAN PREFERENCE CONTRACTING).

- **EMPLOYMENT PRIORITY**

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

Employer shall hire, either for job vacancy or new positions, 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 indicates 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 person who at the time of application for employment are not fully qualified for the available job, but general potential of becoming a qualified through a reasonable amount of training.

- **PRE- EMPLOYMENT STANDARDS**

Employer will not use qualification, criteria, or other requirements as barriers to resident Indian 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 & Indian Employees will be adequately trained for the positions for which they are hired. All Indian Employees will be evaluated & paid according to current employer and company policies.



- **DISCRIMINATION**

There shall be NO DISCRIMINATION in the amount & rate of wages, fringe benefits or in any other element of employment to employees on basis of race, creed, color, age, sex, national origin, or religion.

- **EMPLOYMENT GOALS**

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

- A. Employer working on or near the FBIR agrees that at least 50% of all its employees in **SKILLED** position will be filled by resident Indians or Indian Employees.
- B. Employer working on or near the FBIR agrees that at least 100% of all its employees in in the **UNSKILLED** position will be filled by resident Indians or Indian Employees.
- C. If the Employer fails to meet the required percentage of resident Indians & Indian Employees employment goals as forth above, it shall have the burden of justifying the rejection of every resident Indian or Indian Applicants for any position which becomes available & of substantiating the criteria used in hiring for the position as being relevant to the job being performed.

- **CONTRACTING/ SUBCONTRACTING GOALS**

The following will apply to all Contractors & Sub-Contractors: Employer working on or near the FBIR agrees to give **FIRST PREFERENCE** to all Certified Indian Contractors.

(TERO Ordinance- TITLE III. 301 Indian Preference in Contracting)

- **INSPECTIONS**

The TERO Director or his/her designated person shall have the right to make Compliance Inspection of all employment sites within the boundaries of the FBIR.

- **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 names, last known address, and employee craft or category of which the employee is or was available. If called and not hired or was terminated. Such files shall be available at reasonable times & 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 the problem out.

- **EMPLOYMENT POLICIES & PROCEDURES**

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

- **LAYOFFS**

If a layoff is required, Employer shall maintain a layoff consistent with its obligation under **EMPLOYMENT GOALS** in this agreement to employ resident Indians & Indians up to the required percentage of the work force. Any Layoff must be justified by business consideration or necessity.



- **TERO FEE'S**

A. COMPLETED BY PRIME CONTRACTOR:

Pursuant to Three Affiliated Tribes of the Fort Berthold Reservation BAT Fee Resolution #95-071-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 constructed.

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

- **DURATION**

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

DATE

TERO DIRECTOR OR DESIGNATE

DATE

AUTHORIZED COMPANY OFFICIAL

TITLE