

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

THREE AFFILIATED TRIBES

P.O. BOX 488

NEW TOWN, ND 58763

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

WEBSITE: www.mhatero.com



**GENERAL & SUB-CONTRACTOR- CONSTRUCTION
LICENSE AGREEMENT**

NAME of FIRM: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

NEW FIRM to FBIR

RENEWAL FIRM to FBIR

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.



PROJECT TYPE : Please check below

- _____ : BUILDING CONSTRUCTION for TRIBAL GOVERNMENT
- _____ : BUILDING CONSTRUCTION for STATE PROJECT
- _____ : ROAD/ RELATED CONSTRUCTION for TRIBAL GOVERNMENT
- _____ : ROAD/ RELATED CONSTRUCTION for STATE PROJECT
- _____ : OTHER for ALL NON- TRIBAL/ NON- STATE CONSTRUCTION

Please attach a copy of contract, for all TRIBAL & STATE projects working on the FBIR.

SUBCONTRACTORS & SUPPLIERS

FIRST PREFERENCE OF SUBCONTRACTORS/ SUPPLIERS SHALL BE GIVEN TO RESIDENT CERTIFIED INDIAN CONTRACTORS OF FBIR. PLEASE LIST ALL SUBCONTRACTORS & CONTACT INFORMATION. (ALL COMPANIES MUST HAVE A VALID TERO LICENSE or HAVE BEEN INFORMED THAT THEY MUST HAVE A TERO LICENSE BEFORE WORK IS BEING PERFORMED ON FBIR)

1. COMPANY NAME: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

4. COMPANY NAME: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____

5. COMPANY NAME: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

PHONE: _____ EMAIL: _____



EMPLOYMENT

PREFERENCE in EMPLOYMENT SHALL BE GIVEN TO RESIDENT INDIAN OF FBIR. PLEASE LIST TYPE & TOTAL NUMBER of POSITIONS THAT WILL BE FILLED WITH TAT TERO REFFERALS. PLEASE LIST ANY POSITION YOU HAVE AVAILABLE FOR HIRE. (NO HIRES, YOU WILL NEED TO COMPLETE THE LIST PROVIDED BELOW WITH A POSITION THAT WILL BE WORKING ON THE FBIR. THIS PAGE CANNOT BE LEFT BLANK)

NAME of FIRM: _____

ADDRESS: _____ **CITY/STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____ **PHONE:** _____

EMAIL: _____

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

AUTHORIZED COMPANY OFFICIAL

DATE

JOB PLACEMENT OFFICER OR DESIGNATE

DATE

PLEASE NOTE: STRICT ADHERENCE TO THIS COMPLAINE PLAN SHALL BE FOLLOWED. ANY MODIFICATION TO THIS COMPLAINE 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.



**TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
THREE AFFILIATE TRIBES**

GENERAL CONSTRUCTION DEVELOPMENT AGREEMENT

- *Whereas this agreement is entered into on this date between the Three Affiliated Tribes Tribal Employment Rights Office & _____, with respect to employment practices on FBIR.*

- **CONTRACTORS/ SUBCONTRACTORS:**

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 #22-262-FWF.

_____, shall be responsible for its contractors & sub-contractors who must comply with Tribal Employment Rights Office Ordinance, (Title III. Indian Preference Contracting).

- **EMPLOYMENT PRIORITY**

TERO will maintain a list of available resident Indians & Indian employees for employment. The TERO shall be given at least 20 business days' notice of any position to be filled or vacancies.

Employers shall hire, either for 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 job training a person will be capable of satisfactorily performing the entry job, as well as jobs at a higher level which with a reasonable amount of further training, are normally filled by progression from 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 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.



- **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