



# CONTRACTOR OBLIGATIONS

## TERO's Authority

The Tulalip Tribes Board of Directors finds that employment discrimination against Indians persists despite a large number of Indian and non-Indian owned businesses employing skilled and non-skilled workers. The Tulalip Tribes Board of Directors further finds that jobs in businesses and other economic opportunities on or near the Tulalip Indian Reservation are important to which Indians have unique preferential rights and therefore, to implement the unique employment rights of Indians, establishes a Tribal Employments Rights Commission and Tulalip Tribal Employments Rights Office to achieve its goals and policies. (The term Indian hereafter shall be referred to as "Native American.") Under this code, The Tulalip Tribal Employments Rights Office, (hereafter "TERO") operates as an employment hiring agency. TERO provides preferential employee dispatch, referral services, and skills training. TERO also has the authority to regulate and enforce preference in employment, contracting. And economic development opportunities in this Code. **TERO will implement, Monitor & enforce NAOB preference in Contracting.**

1. Fill out a TERO Compliance Plan
  - o Meet with TERO Compliance Officers to negotiate the workforce; with the exception of a maximum of 20% for key employees or core crew; hereafter "key employees".
  - o Listing the specific positions that will be utilized on the project; the names, level, positions, trade, wages, including all unfilled positions.
  - o Notify TERO of all job vacancies. All available TERO Clients shall be considered first before any non-Natives are considered for employment and training.
  - o TERO Clients have preference in retention of employment from the beginning to the end of the project; TERO shall be informed of any lay-offs prior to occurrence. All TERO dispatches are the last to be released from the project.
  - o If there are employee issues TERO will be notified to allow for informal counseling for job retention.
  - o All contractors shall identify their key employees with their, expertise, time with the company, position and wage rate. Key employees have to be on the company payroll for one year continuously in a supervisory capacity or be an owner of the company, or have a specialized craft to qualify. An employee who is hired on a project by project basis shall not be considered a key employee.
2. The Contracting Agency or General Contractor shall pay 1.75% TERO Fee on the total aggregate cost on all construction projects over 10k
3. Submit a TERO Compliance Plan with a minimum of three days prior to start date of the project.
4. Notify TERO of contractor construction trade affiliations.
5. Comply with Compliance on site inspections and investigations.
6. Provide copies of certified payroll reports to the TERO office upon request.

Certification of Service: ***"DO NOT SIGN UNTIL AFTER YOU HAVE MET WITH TERO"***

I, \_\_\_\_\_ duly swear that I have been provided the Contractors obligations of Indian Preference as a contractor conducting business on the Tulalip Tribes Reservation. I attest to the fact that the TERO representative whose signature below did in fact explain these specific obligations and allowed for an opportunity to represent questions, comments, or discussion on these requirements related to this contract.

\_\_\_\_\_  
Company Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROJECT NAME

\_\_\_\_\_  
TERO Official



Date Recvd': \_\_\_\_\_  
Intake Sig: \_\_\_\_\_  
Processed Date: \_\_\_\_\_

# COMPLIANCE PLAN

**PROJECT:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**CONTRACTING AGENCY:** \_\_\_\_\_ **CONTACT NAME/PHONE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_  **UNION** **PHONE:** \_\_\_\_\_

**Sub Contractor For:** \_\_\_\_\_

**OWNERS** \_\_\_\_\_

**PM/SUPERINT Name:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**CONTACT PERSON(S):** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**SCOPE OF WORK:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**START DATE:** \_\_\_\_\_ **COMPLETION DATE:** \_\_\_\_\_

**PROJECT COST: \$** \_\_\_\_\_ **TERO FEE: \$** \_\_\_\_\_

**PARTY RESPONSIBLE FOR PAYMENT:** \_\_\_\_\_

**TERO FEE:** The Owner/General Contractor is responsible to pay a TERO fee at 1.75% on the total aggregate cost of all construction over \$10,000. TERO needs to be notified of any project increase or decrease to adjust the TERO fee accordingly.

**EMPLOYEES (LIST ONLY THE WORKERS ON SITE)**

I understand that at any given time after Approved Compliance Plan if an experience equivalent TERO worker is available, TERO may negotiate any already approved position/workers, over the duration of the project. 9.05.190 (Add additional sheets if needed)

Name	Position	Wage/Fringe	Hire Date	Native Y/N
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/
		\$	/ /	/

**TRIBAL HIRING HALL \*Request for workers**

Employers may not employ any non-TERO preference worker until TERO has been given 72 hours to locate and refer a qualified local preference worker. (Add additional sheets if needed)

Positions	Number of each	Wage	Start/End date
		\$	/ /
		\$	/ /
		\$	/ /

**CONTRACTING & SUBCONTRACTING (Add additional sheets if needed)**

Sub-Contractors	Contact Person	Phone	Native Y/N
		( ) -	/
		( ) -	/
		( ) -	/
		( ) -	/

**Contractor/Business Acknowledgment**

By signing below, I declare that all the information I have provided is true, correct and complete to the best of my knowledge. I have been provided the TERO Contractors Obligations and Compliance Plan and I will abide by the TERO requirements, Ordinance/Codes, orders and procedures. I understand that untruthful or misleading answers or non-compliance are cause for denial of my application and may subject me to enforcement violations and sanctions.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Company Representative(s)      Signature      Date

Agency Plan

Yes

No

Compliance Plan

Approved

Disapproved

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 TERO Compliance Officer      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 TERO Official Approval      Date