

Tribal Employment Rights Office
Confederated Tribes of the Warm Springs Indian Reservation
Oregon Department of Transportation Compliance Agreement

Project Name: _____

Contractor: _____

The CTWS Tribal Employment Rights Office and _____, through its representative _____, have entered into an agreement as result of their company being awarded a contractor for the _____ Federal- Aid Highway project.

The Confederated Tribes of the Warm Springs Indian Reservation, through the Tribal Employment Rights Office (TERO), and the State of Oregon Department of Transportation (ODOT) have executed a Memorandum of Understanding (MOU) to establish procedures confirming that all provisions of the Tribal Employment Rights Office code, and the “Indian Preference” stipulations of the Federal-Aid Highway projects are achieved. Contractor employers in Federal Aid-Highway construction projects located within the Warm Springs reservation boundaries and projects located near the reservation boundaries agree to the following procedures established within the Memorandum of Understanding.

The State acknowledges the inherent sovereign authority of the CTWS to assess and collect the compliance fees describe in the TERO code and this MOU. The agreement between the Warm Springs Tribes and the Oregon Department of Transportation stipulates Indian preference in employment for Indians on ODOT transportation projects and authorizing the TERO office to impose a compliance fees on ODOT contractors. The on-reservation fee assessed on the ODOT projects shall be consistent with the established fee for TERO projects within the reservation boundary defined in the TERO code, presently at 2.5%.

Therefore, the parties agree as follows:

Compliance Agreement: an agreement between ODOT employer, construction contractor, subcontractor, and the Tribal Employment Rights Office, setting forth how the employer will meet Indian preference hiring, subcontracting goals, fees, and compliance with the Warm Springs TERO code. The compliance agreement must be executed prior to commencement of any portion of a construction contract or subcontract within the reservation.

Contractor: where the general contractor on the project is a construction employer, that general contractor shall ensure that all its subcontractors comply with this code. The general contractor who is a construction employer may be held liable for violations of this code by its subcontractors.

Preference in contracting and subcontracting: Construction employers located on or engaged in work on the reservation shall give preference to Indian owned businesses in the award of contracts or subcontracts permitted by applicable law. The TERO program manager shall maintain a list of Indian owned business directory which shall be supplied to construction employers and ODOT contractors upon request.

Compliance Fees: All ODOT federal aid projects that have a project work scope within the reservation boundary are subject to the on-reservation fees established with the TERO code. For projects that contain work both on and off reservation, a fee calculation shall be made – on reservation portion is subject to on reservation fee percentage and off reservation portion is subject to off reservation fee percentage.

It is agreed the U.S DOT notice N4720.7 states, for “**Off Reservation situations**” TERO may bill projects at an agreed rate for services. This rate shall be as follows:

Contract value off reservation within MOU TERO boundary.	Fees % allowed
• First \$500,000	1.00 %
• Next \$500,000	0.75%
• Next \$1,000,000 -2,000,000	0.50%
• Remaining contract value (\$2,000,000 to full contract value)	0.25%

MOU TERO boundary extends approximately 60 miles from the exterior reservation boundary.

Compliance Fees (on-reservation): every construction employer with a construction, renovation, improvement, or expansion contract in the sum of ten thousand dollars (\$10,000) or more shall pay a fee of 2.5% percent of the total amount of the contract. Such fees shall be paid by the Construction employer prior to commencing work on the reservation.

Mandatory TERO workshop: The Warm Springs TERO program will conduct quarterly contract certification workshops. TERO will issue certificates of completion to those contractors who complete the workshop. All contractors must have a certificate in order to be eligible to bid on ODOT contracts. The certificate shall be good for 3 years.

Warm Springs TERO contract certification workshop fees:

- A) \$600 Advanced registration: early registration fee 1st participant / \$50 for additional attendee
- B) \$700 Registration fee at the door for 1st participant / \$100 for additional attendee
- C) \$1,000 special workshop fee 1st participant / \$200 for additional attendee

Numerical Goal Setting: TERO will analyze each project and establish an Indian preference hiring goal. The established goal shall be based on an assessment of workforce availability and worker skill needs for a given project. TERO agrees to meet with each contractor awarded a highway project contract to develop a numerical goal for each job craft which will be used on the project. Each contractor awarded a highway project contract with an Indian preference goal shall be responsible for informing all their subcontractors of these MOU requirements.

Hiring Goals: TERO reserves the right to negotiate for any position listed on the compliance agreement hiring goals application in order to meet the prescribed employment goals. All labor, training, or apprentice positions will be filled by Indian workers referred by the TERO program. Any non-Indian found to be working on the project who has not been approved by TERO and in accordance with the Warm Springs TERO code will constitute non-compliance and in violation of this agreement.

Contractor Specific Obligations Contract: A contractor or subcontractor conducting business on or near the Warm Springs reservation specific obligations under the TERO code. These obligations include the following: list of all positions on this project; core crew list and rationale; trade union involved on project; report all job vacancies; on-site inspections; and provide copies of certified weekly payroll reports. Any violation of an executed Compliance Agreement shall be a violation of the Warm Springs TERO code.

Failure to comply with the TERO Compliance Agreement shall be deemed a violation of a binding contract and shall be subject to penalties as prescribed in chapter V, penalties and enforcement of the CTWS TERO code.

No contract work will begin until all applicable agreements are signed.

_____	_____
Contractor Representative	Date
Title _____	

_____	_____
Tribal Employment Rights Representative	Date
Title _____	

TRIBAL EMPLOYMENT RIGHTS OFFICE

Confederated Tribes of the Warm Springs Indian Reservation

CONTRACTOR'S SPECIFIC OBLIGATIONS

As a contractor/subcontractor conducting business on or near the Warm Springs Indian Reservation, your specific obligations under the Tribal Employment Rights Code and this contract include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. These positions will be negotiated for as well as any Core Crew requested:
2. Core Crew requests must be in writing with rationale for each. The listing of positions and the Core Crew requested must be submitted to TERO at least three (3) days prior to a required pre-construction meeting with TERO staff or start-up of the project. Core Crew must have been on the Company payroll for at least six (6) months in order to qualify as Core Crew.
3. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
4. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation;
5. Employees referred by the TERO program will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
6. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling;
7. Allow on-site inspections by TERO representatives;
8. Provide copies of certified weekly payroll reports to the TERO program after each pay period as specified in the TERO Compliance Agreement;
9. No work on the scheduled program will begin until all applicable agreements are signed. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Compliance Agreement and CTWS TERO Code.

I acknowledge that I have read and that I understand the specific obligations as set forth above. I agree to abide by these obligations in their entirety.

Employer Representative

Date

Company

TERO Representative

Date