

# Pascua Yaqui Tribe of Arizona

## Business License Application

As of October 14, 2019, PYTC 7, Chapter 3 Business Licenses, Resolution No. C09-184-19, Ord. No. 34-19 known as “Pascua Yaqui Business License Ordinance of 2019” will take effect. The tribal business license is required of every business or person engaging in business upon any land subject to the jurisdiction of the Pascua Yaqui Tribe or engaged in business directly with the Pascua Yaqui Tribe, whether temporary or permanent. Obtaining a Tribal Business License does not affect, limit, alter, modify, or waive the need for a business to obtain all licenses and permits required by applicable law. The issuance of a business license shall not be deemed or construed as a certification of a business’s compliance with other applicable regulations or laws. Additional permits and licenses may be necessary before a person may lawfully conduct business.

### **Business License Process**

- Tribal Business License Application – A completed Tribal Business License application must be submitted along with a copy of government issued ID for the person who signed off on the Tribal Business License Application in person or by mail ATTENTION: PASCUA YAQUI RIBETERO, 7474 s. Camino de Oeste Tucson, AZ 85757.
- Check or Money Order – “Made out to the Pascua Yaqui Tribe”. This will cover the fee associated with obtaining the business license. The payment will be processed by the Finance Department and a receipt will be mailed to the company, along with the original business license.

### **Fee Schedule**

Short-Term Temporary Business License shall be \$50.00 (2days or less), Temporary Business License shall be \$75.00 (7days or less), Seasonal Business License shall be \$100.00 (3months or less), Peddler License shall be \$50.00. The Annual License fee is \$150.00, prorated by quarter. If your business is starting between April 1 and June 30, the fee is \$112.50. If your business is starting between July 1 and September 30, the fee is \$75.00. If your business is starting between October 1 and December 31, the fee is \$37.50. The fees for a qualified Indian-owned firm or entity as defined in the Pascua Yaqui Business Code, 8 PYTC § 3-1-60(G), shall be one-half the amount set out herein. All Annual and Peddler Licenses shall expire at 11:59 p.m. on December 31 of the year of issuance of the license.

### **Tribal Employment Rights Office- T.E.R.O.**

*Applicable to vendors who will have employees employed on the reservation*

- T.E.R.O. Checklist – A completed T.E.R.O. Checklist is one of the documents that must be submitted. This form covers general information that can be applicable while your company performs work for the Pascua Yaqui Tribe. Each of the 16 items covered must be initialed upon your reading. The final page of the T.E.R.O. Checklist is where your company must identify the project your company will be performing work on. The T.E.R.O. Checklist is signed off by your company representative.
- Contractors Agreement – A completed Contractors Agreement is another document that must be submitted. On the Contractors Agreement the contractor will identify their key personnel (supervisory and/or management) employees. Please make reference to definition covered in the T.E.R.O. Checklist for key personnel to avoid any confusion in identifying personnel.

The contractors or sub-contractors will be issued a Tribal Business License by the Finance Department. The contractor or sub-contractor upon receiving their Tribal Business License must return to the T.E.R.O.

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Department to obtain their Tribal Work Permit authorizing them to perform work on the Pascua Yaqui Tribal Lands or Communities to avoid any sanctions or fines. Sanctions and fines can be up to \$500.00 a day, per incident, per employee. All contractors or sub-contractors and their key personnel must submit proper identification (i.e. government issued ID) when coming in for their Tribal Work Permit.

At this time the contractor or sub-contractors can turn in the Labor Force Request for their trade positions being utilized on the project. The contractor, sub-contractor or lower tier sub-contractor will be working with the T.E.R.O. Compliance Officers to review the scope of work, setting up interviews and/or coordinating the hiring of Tribal Members on the project. Tribal Members or any one hired for the trade position must also obtain a Tribal Work Permit prior to performing work on any project. Should you have any questions or require additional information, please contact the T.E.R.O. Department at 520-879-5669.

After all the above documents have been submitted to the T.E.R.O. Department, the Tribal License Application will be submitted for background check and once cleared the Tribal Business License Application will be forwarded to the Finance Department for approval.

### **Denial of License or Renewal (7 PYTC § 3-160)-**

(A) A business license shall be issued to applicants whose presence on the Pascua Yaqui Tribe's lands will, be beneficial to the Pascua Yaqui Tribe and will not endanger the public health, safety, or welfare of tribal members, and who have met all of the requirements set forth under Pascua Yaqui Tribal law.

(B) A business license application shall be denied any if it is determined that the applicant has materially misrepresented facts contained in the application or that the business will threaten the peace, safety, morals, or general welfare of the Pascua Yaqui Tribe, or if the applicant is, at the time of the application or renewal application, delinquent in the payment of any license fees, transaction privilege tax, including interest or penalties, or if the applicant is in any other respect in violation of Pascua Yaqui Tribal law.

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### BUSINESS LICENSE APPLICATION

#### SECTION I. BUSINESS INFORMATION

<input type="checkbox"/> New PYT Business License	<input type="checkbox"/> Renewal	PYT Business License # _____		<input type="checkbox"/> Name Change	<input type="checkbox"/> Address Change
<input type="checkbox"/> Annual Business License (\$150)	<input type="checkbox"/> Peddler License (\$50.00)	<input type="checkbox"/> Short-Term Business License (\$50.00, 2days or less)	<input type="checkbox"/> Temporary Business License (\$75.00, 7days or less)	<input type="checkbox"/> Seasonal Business License (\$100.00, 3months or less)	
Type of Business Formation:	<input type="checkbox"/> Individual (Sole Proprietorship)	<input type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> Corporation: S Corp or C Corp State Inc. #: _____	<input type="checkbox"/> Other:
Business Name, "Company or DBA", if Individual (Last, First, Middle)					
Business Address		Direction	Street Name	St Title	Suite/Apt#
City		State	Zip Code	(Area Code) Telephone#	
(Area Code) Fax #		Email Address		Federal EIN:	State EIN (if applicable):
Describe Nature of Business:			Are you a registered contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No Contractors# _____		
Is this an Indian Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Tribe name: Enrollment #:		Number of employees in a calendar year?: _____		Gross Sales for Prior Calendar Year? \$	

#### SECTION II. BUSINESS OWNER INFORMATION

Name:			
Address:			
City:		State:	ZIP Code:
Phone:		Fax:	E-mail:
% Owned:	Title:	Is this an Indian Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Tribe name: Enrollment #:
Name:			
Address:			
City:		State:	ZIP Code:
Phone:		Fax:	E-mail:
% Owned:	Title:	Is this an Indian Owned Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, Tribe name: Enrollment #:

#### SECTION III. STATUTORY AGENT INFORMATION

Name:			
Address:			Phone:
City:	State:	ZIP Code:	E-mail:

#### SECTION IV. SIGNATURES

I certify that the statements made in this application are true and complete to the best of my knowledge. I accept the license authorized and issued in response to this application with the condition that I report timely and pay any and all taxes due by me to the Pascua Yaqui Tribe. Incomplete forms may not be processed. Applications must be signed by Corporate officer, owner/member, or all partners. Issuance of Business License does not limit, alter, modify, or waive the need for a business to obtain all licenses and permits required by applicable law. Additional permits and licenses may be necessary before a person may lawfully conduct business.

Print Name (s):	Signature (s):	Title (s):	Date:
Print Name (s):	Signature (s):	Title (s):	Date:



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<b>Section I: Business Information</b>
<b>Check Boxes</b> Put a check in any of the boxes in the first two lines that apply to your business. Each block in the next two lines is self-explanatory and requires a check in the appropriate box or information.
<b>Business Name</b> The business name should be the DBA (Doing Business As) or if you are not using a business name, the name of the owner.
<b>Business Location Address</b> The address listed is your business location address. Include suite, unit, or apartment numbers. P.O. Box numbers are not accepted for business location.
<b>Business Telephone</b> The telephone number listed here should correspond to the business location.
<b>Fax Number</b> Provide the fax number for the person who should receive inquiries concerning this application.
<b>E-mail Address</b> Provide the E-mail address for the person who should receive inquiries concerning this application.
<b>State Tax License #</b> List your Arizona State privilege tax number, if you are required to have one.
<b>Federal ID #</b> List your Federal Employer Identification Number. This number is required in order to use Tucson Tax and License Online.
<b>Describe Nature Of Business</b> Provide a detailed description of business activity. For example, if retail sales, list type of items to be sold; if construction contracting, list type of contracting, etc. If you are doing construction contracting, please indicate your Contractor's number with Arizona Registrar of Contractors.
<b>Indian Owned Business</b> Is this company own 51% by a Federally registered Indian. A Tribal enrollment document must be submitted to verify enrollment.
<b>Number of employees and gross sales per calendar year</b> List the number of employees employed by this company. List amount of anticipated sales for the company.
<b>Section II: Business Owner Information</b>
<b>Ownership</b> Please indicate the type of ownership. If you mark "other" please describe. All corporations must provide: State in which incorporated, State Incorporation Number, officers' names and addresses (at least two) and statutory agent information. A Limited Liability Corporation (LLC) must have at least one member. General partnerships must provide the name of the general partner(s).
<b>Mailing Address</b> Provide the mailing address. Note: Business license and tax billings will be sent to this address. Please include suite, unit, or apartment numbers.
<b>Telephone Number</b>
<b>Section III. Statutory And Record Location</b>
<b>Ownership</b> Please indicate the type of ownership. If you mark "other" please describe. All corporations must provide: State in which incorporated (above in Section I), State Incorporation Number, officers' names and addresses (at least two) and statutory agent information (Section III). A Limited Liability Corporation (LLC) must have at least one member. General partnerships must provide the name of the general partner(s).
<b>Owners/Partners/LLC/Members Or Officers</b> List complete owner/officer/partner information as requested. Include names and titles. P.O. Box numbers are not acceptable for home addresses.
<b>Section IV: Signatures</b>
<b>Certification</b> All applications MUST be signed by either the Sole Owner, All Partners, One Corporate Officer, Trustee, or General Partner.
<b>Application &amp; License Fees</b>
Effective October 14, 2019 All applications for a Pascua Yaqui Tribe Business License must include all appropriate annual license fees. All fees must be paid in a check or money order and must be made payable to the PASCUA YAQUI TRIBE. Applications can be mailed or delivered in person to Pascua Yaqui Tribe- TERO, 7474 S. Camino de Oeste, Tucson, AZ 85757. Short-Term Temporary Business License shall be \$50.00 (2days or less), Temporary Business License shall be \$75.00 (7days or less), The application fee for a Seasonal Business License shall be \$100.00 (3months or less), Peddler License shall be \$50.00. The annual license fee is \$150.00, prorated by quarter. If your business is starting between April 1 and June 30, the fee is \$112.50. If your business is starting between July 1 and September 30, the fee is \$75.00. If your business is starting between October 1 and December 31, the fee is \$37.50. The fees for a qualified Indian-owned firm or entity as defined in the Pascua Yaqui Business Code, 8 PYTC § 3-1-60(G), shall be one-half the amount set out herein.

# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE



### LABOR FORCE REQUEST 60-HOUR NOTICE

CONTRACTOR \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SUPERVISOR \_\_\_\_\_ PROJECT \_\_\_\_\_

Employer will be available for interviews/testing on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_ am/pm

The TERO Office can be utilized for the interview process

JOB TITLE	NO. OF POSITIONS	REQUIRED EXPERIENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS/SPECIAL INSTRUCTIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following job(s) need to be filled, to report for work at \_\_\_\_:\_\_\_\_ am/pm on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Duration of Work (length of time requested workers will be needed): \_\_\_\_/Day(s) \_\_\_\_/Week(s) \_\_\_\_/Month(s)

SIGNATURE OF REQUESTER \_\_\_\_\_

### -TERO OFFICE USE ONLY-

COMMENTS/SPECIAL INSTRUCTIONS \_\_\_\_\_  
\_\_\_\_\_

STAFF SIGNATURE \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

# **PASCUA YAQUI TRIBE**

## **TRIBAL EMPLOYMENT RIGHTS OFFICE**

### **CONTRACTORS AGREEMENT WITH THE TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)**



Whereas, it is the policy of the Pascua Yaqui Tribe (hereinafter "Tribe") to require all CONTRACTORS working for the Tribe to give employment preference to Indians and to comply with specific TERO requirements and the TERO Ordinance, and;

Whereas, a CONTRACTOR working or proposing to engage in work for the Pascua Yaqui Tribe must obtain a written agreement from the Tribal Employment Rights Office (TERO) stating that the CONTRACTOR will comply with the specific TERO requirements and the TERO Ordinance, and;

Whereas, the \_\_\_\_\_ (hereinafter CONTRACTOR) is proposing to engage in work for the Pascua Yaqui Tribe.

Therefore, the Pascua Yaqui Tribe and the \_\_\_\_\_ (CONTRACTOR) do hereby enter into the following agreement in satisfaction of the Tribal policy:

1. The CONTRACTOR agrees to give absolute preference to Indians in all phases of employment including recruiting, hiring, training, promotion, pay increase, transfer, layoff and termination. Indians will be given preference in obtaining any apprentice or training positions on the specific work project. This means that for any job on the specific work project, except previously identified and agreed upon key personnel of the CONTRACTOR, a qualified Indian will be given preference over a qualified non-Indian for all work performed for the Tribe.
2. If the CONTRACTOR determines that an Indian applicant is not qualified for the job, it shall inform the Indian applicant and the TERO, in writing, of the specific skills lacking and the type of training that person would need to be qualified.
3. The CONTRACTOR agrees that before beginning work for the Tribe it will provide written notice to the TERO, two weeks in advance of the start of any work, including; date of project work to begin, anticipated length of the project, expected number of jobs to be performed by skill category, if construction work, number of apprentice and journey level slots, with ratio by skill category, basic qualifications for each skill category (e.g., years of experience, education level, specific skills, etc.).
4. The CONTRACTOR agrees to provide weekly payroll reports to the TERO showing the following information on all Indians and non-Indian workers: name, social security, address, wage or salary paid (hourly, weekly, depending upon method of computing), total hours worked, skill category or job title, and racial/minority designation.

# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE



5. The CONTRACTOR agrees to advise the TERO immediately of any personnel problems encountered with any referred Indian employees and agrees that no referred Indian worker shall be fired or laid off without first notifying the TERO. If a referred Indian employee's behavior is disrupting or unduly delaying the work being performed on the job site, the referred Indian employee may be temporarily suspended until the problem is discussed with the TERO. In no case shall resolution be delayed beyond 48 hours.
6. The CONTRACTOR agrees that no qualified referred Indian employee shall be laid off while there is a non-Indian employee remaining in the job category.
7. The CONTRACTOR agrees to provide the TERO, in writing, an Indian Preference Plan, no later than two weeks prior to beginning work for the Tribe. This Plan shall include: (a) recruiting, outreach, and affirmative action steps to be taken to hire Indian people; (b) by skill category, total number of jobs to be performed; and (c) basic qualifications needed to fill each job category.
8. The CONTRACTOR hereby agrees to comply with the Tribal Employment Rights Ordinance.
9. The Tribe and its Tribal Employment Rights Office (hereinafter TERO) agrees to seek qualified Indians for jobs and refer them to the CONTRACTOR. The CONTRACTOR agrees to post all jobs, listed by skill category, qualifications, and dates of expected employment, with the TERO in writing, in advance of need, in case of construction jobs, and five working days in advance for non-construction jobs to be performed.
10. The TERO agrees to provide and refer dependable, productive workers, work in full cooperation with the CONTRACTOR to meet the Indian Preference plan's goals and timetables, conduct site inspections as deemed necessary, and examine CONTRACTOR payroll records when necessary to confirm payroll reports.
11. Key personnel/positions (Excluding trade positions) to be working on the Project are:

<u>Position</u>	<u>Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

# **PASCUA YAQUI TRIBE**

## **TRIBAL EMPLOYMENT RIGHTS OFFICE**



\_\_\_\_\_  
Authorized CONTRACTOR Official

\_\_\_\_\_  
Tribal Employment Rights Officer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# PASCUA YAQUI TRIBE

## TRIBAL EMPLOYMENT RIGHTS OFFICE

### TERO CHECKLIST



INITIAL

1. BACKGROUND-The Tribe passed the Tribal Employment Rights Ordinance in 1981 and began enforcing through the TERO Director/Department in January 1982. In addition to Tribal Law, Federal Law prescribes Indian preference in Employment (Civil Rights Act 1964- Title VII; OFCCP regulations-"On or Near"; EEOC Contract with PYT TERO). \_\_\_\_\_
2. DEFINITIONS-  
"Indian Preference"-Qualified Indian people are given absolute preference over qualified non-Indians for all work performed on the Reservation. \_\_\_\_\_  
  
"Key Personnel"-Only the Employer's supervisory/management positions are exempt from Indian Preference. These positions and/or names must be listed in the Employer/TERO Agreement prior start-up of work. \_\_\_\_\_  
  
"Indian"-An Enrolled member of a Federally Recognized Native American Indian Tribe and in the case of Pascua Yaqui Tribe, a Yaqui Tribal Spouse. Any Non-Yaqui Tribal Member must provide proof of Tribal Enrollment. \_\_\_\_\_
3. For projects with a start and completion date employers must submit, two weeks prior to start-up of project, a projected work schedule with Labor Forecast, including numbers and types of personnel to be utilized on the project. \_\_\_\_\_
4. Although we screen applicants, the employer's Supervisor, Foreman, Superintendent or owner may interview the referred Tribal Members. If equipment is involved, employer has the prerogative of testing for job knowledge. \_\_\_\_\_
5. For all jobs on the Reservation employer must give TERO 60 hours' notice to locate, screen and refer Indian applicants; more time would be in the best interests of employer, so company may find its own employees if no Qualified Indians are available. If TERO is unable to refer a qualified Indian, the job is released by TERO and employer may then fill the position. One exception however, is a Laborer position, this position is strictly reserved for Enrolled Tribal Members. In this 60-hour notice, we need to know job position, number of positions and required experience and approximately how long the job will last. \_\_\_\_\_

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## TRIBAL EMPLOYMENT RIGHTS OFFICE

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6. If a Tribal Member shows up at your worksite for Employment without a TERO Referral, send them to the TERO office. \_\_\_\_\_
7. APPRENTICES/HELPERS/TRAINEES- Any such openings must be filled by Tribal Member if available, either from TERO or through Union, (if Union signatory employer). If Union has no Tribal Members, it must use our referred Tribal Members. \_\_\_\_\_
8. Union and Union Employer must sign Union/Employer/TERO Agreement. If Union cannot provide Tribal Members Journeymen or apprentices from their lists, they must hire referred Indians from TERO, and follow requirements in Agreement. \_\_\_\_\_
9. Should Employer violate TERO regulations, or should it appear So, TERO will first deliver a "Non-compliance Notice", Requesting a meeting to resolve the problem. Should Resolution fails to be reached, the Ordinance provisions will Be followed with regards to sanctions/penalties and appeals. \_\_\_\_\_
10. Employers are to abide by DOL/BAT "Ratio of Apprentices To Journeymen" unless other ratios are negotiated by TERO with BAT. \_\_\_\_\_
11. WAGE SCALES-Employers are to abide by Davis-Bacon Wage Decision, if applicable; or to the Tribe's agreed upon Scale with Employer. TERO will monitor Payroll Reports (Due weekly, the week following pay period) for: proper Pay scale, equitable pay, ratio of Apprentices and ratio of Tribal Members to non-Tribal employees. \_\_\_\_\_
12. REPORTS-
  - A. Work schedule with Personnel Requirements (refer to Above #3). \_\_\_\_\_
  - B. Weekly Payroll Report, to Contracting Officer, with copy to TERO. \_\_\_\_\_
  - C. Indian Company Utilization-evidence in writing from The Prime Company, of having contacted Tribal-owned Companies for interest in bidding with the Prime Contractor. \_\_\_\_\_
13. If you believe any referred Tribal Member is not qualified to do The job hired for, TERO should be brought in immediately to Observe and have pointed out what the Tribal Member is lacking or unable to do. This avoids future problems for all. \_\_\_\_\_

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14. FEMALE WORKERS-Since you may have female workers on your crews, It is advisable for you to meet with the entire (all) crew(s) At the beginning of the job to make it clear that no sexual Harassment will be tolerated, from males or females; that During working hours, their conduct should be "strictly work-related". Harassment includes, but is not limited to: jokes Or "joking" remarks about the opposite sex; touching, of any Kind; "passes" during working hours; threats regarding job Retention or advancement if sexual favors are granted; Dissimilar treatment of employees based on sex or sexual Preference. On the other hand, female workers should not be Sheltered or given work any different from men. \_\_\_\_\_
15. EMPLOYEE RELATIONS-We expect employers to follow their Personnel policies however we request that the employer, if Experiencing any type of problem with referred Tribal Members, call the TERO as soon as possible. Please do not fire anyone on the spot unless he/she is endangering the project or other People. Give the employee a warning and tell him/her you are advising the TERO office. The TERO office will note the action in employees file; determine whether to meet with employee; discuss with Foreman or Superintendent: and if needed work out a resolution. If you wait too long to get us involved, and we receive a Formal complaint from the employee, the situation becomes Much more difficult to solve equitably, as facts are lost When memory fails after a period of time. The one exception Is that we request that you do not take final termination Steps without first notifying the TERO office. \_\_\_\_\_
16. LETTER OF AGREEMENT-The Employer must sign the Contractor/ TERO Agreement, naming their Key Personnel or positions. \_\_\_\_\_

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

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

(SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_  
COMPANY REPRESENTATIVE

(SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_  
TERO REPRESENTATIVE