



*Lummi Nation*  
**TRIBAL EMPLOYMENT RIGHTS OFFICE**  
**2665 Kwina Road Bellingham WA 98226**  
**PH: 360.312.2245 - Fax: 360.380.6990**

## **AGREEMENT FOR TEMPORARY LABOR READY SERVICES**

This Agreement for Temporary Labor Ready Services is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the TERO Office of the LUMMI INDIAN BUSINESS COUNCIL, the governing body of the Lummi Nation, a federally recognized Indian tribe, whose principal offices are located at 2665 Kwina Road, Bellingham, Washington 98226 (LIBC/TERO Office), and \_\_\_\_\_ (Contractor), whose address is \_\_\_\_\_, and contact \_\_\_\_\_, *Complete Address* name and phone number, \_\_\_\_\_.

The parties to this Agreement desire to enter into a contractual relationship whereby the LIBC, through its TERO Office, will provide the Contractor with temporary Labor Ready employees to work on the Contractor's jobs/projects according to the following terms:

1. The TERO Office will maintain a roster of LIBC temporary Labor Ready Employees (LREs) for the purpose of making Temporary Labor Service **referrals**.
2. Contractor shall **submit a ManPower request** to the **TERO office for referral** of a temporary employee(s)
  - specifying the type of skills needed,
  - the number of temporary employees needed,
  - the name and location of the job or project,
  - the number of days/months the temporary employee(s) will be needed,
  - and the contact person/supervisor responsible for the temporary employee while assigned to work for the Contractor.
3. The TERO Office will **inform the Contractor within 24 hours** if the request can be met.
4. Contractor **shall not** put a temporary **LRE to work on any job/project** until the TERO office has **provided written confirmation** that the individual has been referred from the TERO Office for this purpose. The **Contractor's written request** and the **TERO Office's** written confirmation of **referral** shall together be considered a work order governed by the terms of this Agreement.

5. The temporary LRE referred to the Contractor shall be and remain a temporary employee of the LIBC on loan to the Contractor. The LIBC shall be responsible for paying wages, benefits, and providing Worker's Compensation coverage to said temporary LREs.
6. Contractor shall be responsible for day-to-day supervision of the LRE, work assignments, and maintenance of a safe and lawful working environment for the LRE.
7. Contractor shall be responsible for providing LIBC weekly time records of hours worked by the referred LRE. Such time records shall be signed by both the LRE and the person identified in Paragraph #2 above as the supervisor of said LRE, and turned in **every Friday BY 4:30pm.**
8. LIBC shall invoice Contractor on a weekly basis for reimbursement for wages, benefits, and administrative fees associated with each LRE, according to the Schedule for Wages, Benefits and Fees, attached as Schedule D. (by timecard submittal).

**Please provide an email if you prefer to go paperless for billing.**

**Contact person:** \_\_\_\_\_ **Email:** \_\_\_\_\_

9. Contractor shall send payment in full for each invoice within 30 days of the billing date to the following address: Lummi Indian Business Council, ATTN: TERO Department, 2665 Kwina Road, Bellingham, WA 98226. All checks shall be made payable to the Lummi Indian Business Council.
10. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the LIBC and the Contractor or any other governmental agency with jurisdiction for a period of three (3) years after final payment.
11. The Contractor shall not sub-contract or assign any of the work covered by this Agreement without the express written consent of the LIBC TERO Office.
12. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the

**Contractor/Owner Signature:** \_\_\_\_\_

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the **LIBC TERO**

**Office.**

**TERO Personnel:** \_\_\_\_\_