

BATES TECHNICAL COLLEGE

CONSULTANT AGREEMENT

This agreement, made and entered into this day of , , by and between Bates Technical College, Tacoma, WA, herein referred to as "College", and , hereinafter referred to as "Consultant".

Consultant Name:

Company:

Address:

City, State, & Zip Code:

Phone:

E-mail Address:

Washington State UBI No.:

Federal ID No.:

THE PARTIES HERETO do mutually agree as follows:

I. SCOPE OF SERVICE

Consultant shall:

The period of performance under this agreement is to .

II. COMPENSATION

In consideration of Consultant's performance of the scope of service, College agrees to pay:

Consultant \$ per hour. Total compensation not to exceed \$.

- A. Upon approval by College, travel and other incidental expenses incurred By Consultant in such performance upon vouchers submitted by the Consultant, at the same rates authorized by law for employees of the State

of Washington generally, and in accordance with the rules and regulations of the Office of Financial Management.

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- B. Should Consultant submit vouchers for periodic payments prior to final completion of the scope of service, such vouchers may be required to be accompanied by periodic progress reports of the activities accomplished by Consultant, which progress reports shall be subject to approval by College prior to payment. The final payment due Consultant shall not be made until final completion of the scope of service is approved by College in accordance with the terms of this agreement.

- C. Unless otherwise requested at the commencement of the contract, payment will be mailed to Consultant after completion of performance. In all cases, thirty (30) days must be allowed for processing payment.

III. TERMINATION

It is mutually agreed that this agreement may be terminated by either party upon giving fifteen (15) days notice in writing to the other party, but in any event this agreement shall terminate automatically on . If the agreement is terminated for any reason, all reports and data gathered by Consultant prior to termination shall, at the option of College, become the property of College. If College terminates this agreement due to a breach of agreement by Consultant, Consultant shall remain liable for all damages sustained by it and College may withhold any payments to Consultant for the purposes of set-off until the exact amount of damage is determined.

IV. CONSULTANT STATUS

Consultant shall perform all services under the terms of this agreement as an independent contractor and he/she shall not by virtue of this agreement be considered an agent of Bates Technical College or the State of Washington.

V. LICENSING/ACCREDITATION

Consultant warrants compliance with all applicable state, local, and federal licensing and accreditation requirements necessary for the performance of this agreement.

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VI. SUBCONTRACTING

Consultant shall not enter into a subcontract for any work contemplated under this agreement without prior written approval of the College.

VII. INDEMNIFICATION

The Consultant shall indemnify, defend and save harmless the College from any and all claims for injuries, including claims by Consultant's employees, agents or subcontractors, or all damages arising out of or incident to the Consultant's performance or failure to perform the contract. Each party agrees to be responsible for any and all claims, damages, or other liabilities, including costs of defense and attorney's fees arising out of the acts or omissions of its officers, employees, and/or agents in the performance of its obligations under the contract.

VIII. AUDIO AND/OR VIDEO RECORDING

Consultant hereby specifically grants to College permission to record, by video and/or audio means, any presentation made under the provisions of this agreement, and Consultant assigns all rights, title, and interest in and to such video and audio recordings to College.

IX. DISPUTES

All disputes regarding the performance of this agreement shall be mediated by a three (3) person panel comprised of one (1) person chosen by the College, one (1) person chosen by Consultant, and one (1) person mutually agreed upon by both the College and Consultant.

X. ATTORNEY FEES

In the event of litigation involving the enforcement by College of this agreement, Consultant agrees to pay College its court costs including reasonable attorney's fees.

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XI. VERBAL AGREEMENTS

It is mutually agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties thereto and that no oral understanding or agreements not incorporated herein, or no alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

XII. INDUSTRIAL INSURANCE

Consultant affirms that he/she maintains industrial insurance through the State of Washington Department of Labor and Industries or that he/she is a sole proprietor, partner, or corporate officer and is exempted from the State of Washington Industrial Insurance Law.

XIII. DEPARTMENT OF REVENUE

The Washington State Department of Revenue requires Consultant to register with that agency if Consultant's gross fees exceed \$300 per month, \$900 per quarter, or \$3,600 per year. Forms are available from the Department of Revenue.

XIV. COLLEGE FILING

Any agreements must be filed with the College's Finance Office at least thirty (30) days prior to the effective date of the agreement period. Failure to comply with this statement will render this agreement invalid.

Under the provisions of Chapter 39.29 RCW, this agreement may be required to be filed with the Office of Financial Management (OFM). No agreement to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve this agreement, the agreement shall be null and void.

XV. CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

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In Witness Whereof, College and Consultant have executed this agreement on the day and year first written above.

Consultant – Signature, Date

College – Signature, Date
President

Printed Name and Title

APPROVED AS TO FORM

Anne Shaw – signature on file
Assistant Attorney General

Date

To be completed by College Department:

Consultant Selection Process:
(check if applicable)
Competitive \$5,000-\$19,999 _____
Competitive \$20,000+ _____
Sole Source \$5,000-\$19,999 _____
Sole Source \$20,000+ _____
Expert Witness _____
Management Contract _____
Emergency \$5,000+ _____
Amendment _____

Budget Code:

Department Authorization; Date

Prepared by; Date

To be completed by Finance Office:

Approval – Finance Office

Contract No.