**COLOR_LO**

**AGREEMENT**

This agreement, made and entered into this day of , 20 ,by and between Tacoma Community College, Tacoma, WA, herein referred to as “College,” and

, hereinafter referred to as “Consultant.”

Whereas, college desires to engage Consultant because of his/her professional background and experience to:

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: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Upon approval by College, travel and other incidental expenses incurred by Consultant in such performance upon vouchers submitted by 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.
2. Should Consultant submit vouchers for periodic payments prior to final completion of the scope of service, such vouchers shall 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.
3. 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.
4. The Washington State Department of Revenue requires Consultant to register with that agency if Consultant’s gross fees exceed $12,000 per year. Forms are available from the Department of Revenue.

**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 , 20 . 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 to College 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**

The parties intend that an independent contractor relationship is created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of Tacoma Community College. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of Tacoma Community College or of the State of Washington by reason hereof, or act as attorney in fact, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with the Contractor.

**V. LICENSING/ACCREDITATION**

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

**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 Contractor shall indemnify, defend and save harmless the College from any and all claims for injuries, including claims by Contractor’s employees, agents or subcontractors, or for all damages arising out of or incident to the Contractor’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 he makes 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 contract, Consultant agrees to pay College its court costs including reasonable attorney’s fees.

**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 Department of Labor and Industries or that he/she is a sole proprietor, partner, or corporate officer and is exempted from the Washington State Industrial Insurance Law.

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

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| --- | --- |
| Consultant Date | TCC’s Budget Manager Date    TCC’s Budget Manager Name (Printed) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  UBI #  **AND**  Social Security No. **OR** Employer ID No. | TCC Budget Number to be Charged  Patty McCray-Roberts Date  Tacoma Community College  Vice President, Administrative Services |
| Permanent Address (Check will be mailed to  this address): |  |
| Street Number  City, State, Zip |  |
| Phone Number with Area Code  Approved as to Form  12/2007 |  |