

Professional Services Contract

Municipal Employees Benefit Trust ("MEBT") Contract Identification Information:

Contract Title: Independent Consulting Services Agreement
This AGREEMENT is entered into between the **Municipal Employees Benefit Trust ("MEBT")** and **XYZ - ("CONSULTANT")**.

1. SERVICES BY CONSULTANT

- A. Performance of Services. The Consultant shall perform the services described in the Scope of Services, which is attached hereto as Attachment "A" and by this reference is incorporated herein. All Services will be rendered to the best of the Consultant's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the MEBT.
- B. Modification. The MEBT periodically may make changes to the Services that are within the general scope of the Agreement, by giving the Consultant written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Consultant as described in Attachment "A", the Consultant's compensation hereunder shall be modified accordingly.

2. PAYMENT

The MEBT will be paying the Consultant for such services: See Attachment A for all services performed, and expenses incurred under this agreement.

- B. The Consultant shall maintain time and expense records, report them to the MEBT monthly and shall submit invoices to the MEBT monthly for payment of work performed to the date of the invoice. Invoices shall be in a format acceptable to the MEBT.
- C. The MEBT shall pay all invoices from the Consultant by mailing an MEBT warrant within 30 days of receipt of a properly completed invoice after approval of the Consultant's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the MEBT for a period of three (3) years after final payment. Copies shall be made available to the MEBT upon request.
- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the work to comply with the Contract requirements and the MEBT shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational disqualification. Without limiting

the foregoing, Consultant agrees to comply with the provisions of Attachment "C", attached hereto and incorporated herein by this reference.

- B. The Consultant shall comply with all current federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable Bellevue City Code 4.28.143.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the MEBT, in whole or in part, and may result in ineligibility for further work for the MEBT.

4. TERM AND TERMINATION OF AGREEMENT

- A. Term. This Agreement shall remain in effect until completion of the services described in Attachment "A" and final payment therefor unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. Rights upon Termination. This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to the MEBT, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. Non-Interference with Business. During the course of the Consultant's performance of the Services for the MEBT and for period of twelve (12) months after the completion of such Services, the Consultant will not interfere with the MEBT's business in any manner, including without limitation, encouraging anyone to leave the MEBT's employ or encouraging any employee or independent Consultant to sever that person's relationship with the MEBT.

5. OWNERSHIP OF WORK PRODUCT

- A. All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the MEBT, shall be forwarded to the MEBT at its request and may be used by the MEBT as it sees fit. The MEBT agrees that if it uses products prepared by the Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The MEBT Chair, or his/her designee, shall be the MEBT's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Consultant shall protect, defend, indemnify and save harmless the MEBT, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the MEBT only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. In the event the MEBT obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.
- B. The MEBT shall protect, defend, indemnify and save harmless the Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the MEBT. The MEBT agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the MEBT, by mutual negotiation, hereby waives, as respects the Consultant only, any immunity that would otherwise be available against such claims under the industrial

insurance provision of Title 51 RCW. In the event the Consultant obtains any judgment or award, and/or incurs any cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the MEBT.

- C. The Consultant will indemnify, defend, and hold the MEBT (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent Consultants, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorney's fee's incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Consultant's breach of any obligations, representations, or warranties under the Agreement, (b) the Consultant's outside business activities, or (c) the infringement or misappropriation by the Consultant of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Consultant shall maintain insurance that is sufficient to protect the Consultant's business against all applicable risks, as set forth in Attachment "B". The Consultant will cause the indemnified parties, as described in Section 7, above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Consultant will provide the MEBT with certificates of insurance and other supporting materials as the MEBT reasonably may request to evidence Consultant's continuing compliance with this Section 8. The Consultant will be liable for all loss or damage, other than ordinary wear and tear, to the MEBT's property in the Consultant possession or control that is caused by the Consultant. In the event of any such loss or damage, the Consultant will pay the MEBT the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

9. INDEPENDENT CONTRACTOR

- A. Nature of Relationship. The Consultant shall be and act as an independent Contractor (and not as the employee, agent, or representative of the MEBT) in the performance of the Services for the MEBT. The Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Consultant will not represent himself/herself as an employee of the MEBT. The Consultant shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the MEBT. So long as the Consultant is able to adequately perform all of the Consultant's obligations under the Agreement in a skilled and workmanlike manner, the Consultant shall not be required to devote the Consultant's full time to the performance of the Services called for under the Agreement, and it is acknowledged that the Consultant has other clients and/or offers services to the general public. Since the Consultant will not be an employee of the MEBT, the Consultant will not be entitled to any of the benefits that the MEBT may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Consultant permit or cause any of the Consultant's employees, agents or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the MEBT. In addition, the Consultant acknowledges that as an independent Contractor, he/she/it and/or his/her/its agents, servants or employees are not eligible to recover worker's compensation benefits from or through the MEBT in the event of injury.
- B. Consultant Responsible for Taxes and Records. The Consultant will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under the Agreement. The Consultant will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the Services under the Agreement. No part of the Consultant's compensation will be subject to withholding by the MEBT for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the MEBT be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person

working for or engaged by the Consultant to perform the Consultant's obligations under the Agreement. The MEBT will regularly report amounts paid to the Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

C.

10. FUTURE SUPPORT

The MEBT makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

11. GENERAL PROVISIONS

- A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The Consultant irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The MEBT and the Consultant agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. Nonwaiver. Any failure by the MEBT to enforce strict performance of any provision of the Agreement will not constitute a waiver of the MEBT's right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the Consultant arising under the Agreement may be assigned, without the MEBT's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. MEBT Marks. The Consultant will not use any trade name, trademark, service mark, or logo of the MEBT (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the MEBT's express prior written consent.
- F. Notices. All notices and other communications under the Agreement must be in writing, and must be given by first class mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- G. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- H. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

12. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

XYZ
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

MEBT:
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Tax ID: _____
UBI Number: _____
Phone Number: _____

Approved as to
form by: _____
MEBT Attorney

EXAMPLE

Attachment "A"
Scope of Work

EXAMPLE

SAMPLE

**Engagement Change Order
For Additional Accounting and Consulting Services**

From time to time during the course of our relationship, audit related accounting and consulting services may be requested or required. We are committed to ensuring that our clients receive the highest level of service and, therefore, attempt to identify and solve problems before they compound. The additional services to be rendered will be discussed and billed separately through this change order agreement. Once agreed to by both parties and executed, this change order becomes an addendum to and extension of the scope of services, terms, and fees agreed to in the original letter of engagement dated _____.

Change Order Number: _____

Date of Change Order: _____

Previous Engagement Fee: _____

Fee for Change Order No.1: _____

Total To Date Engagement Fee: _____

Description of Additional Services and Expanded Scope of Engagement:

Additional Service Area 1 –

Additional Service Area 2 –

Additional Service Area 3 –

The services described above are in accordance with our requirements and acceptable to us.

XYZ

Date

Date