

**STATE OF SOUTH DAKOTA  
CONSULTANT CONTRACT/LETTER OF AGREEMENT  
FOR CONSULTANT SERVICES  
BETWEEN**

\_\_\_\_\_ Referred to as Consultant

\_\_\_\_\_ Referred to as Dakota State

The State hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT

- A. The Consultant services on this agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.
- B. Is the Consultant a full or part time employee of the State? YES \_\_\_\_ NO \_\_\_\_  
(If YES complete and attach CONSULTANT/STATE EMPLOYEE form.)
- C. Will Consultant use State equipment, supplies or facilities? YES \_\_\_\_ NO \_\_\_\_  
(If YES attach a statement specifying the conditions under which state equipment is to be used.)
- D. The Consultant agrees to: (add an addendum if needed.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

II. Dakota State University

- A. Dakota State will make payment for services upon satisfactory completion not to exceed \$\_\_\_\_\_.
- B. Will Dakota State pay contractor expenses as a separate item? YES \_\_\_\_ NO \_\_\_\_  
If YES, total amount for such expenses will not exceed \$\_\_\_\_\_.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$\_\_\_\_\_.
- D. Dakota State agrees to: (List special provisions to be performed by Dakota State. Add an addendum if needed.)\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- A. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.
  - B. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) Days written notice by either party and may be terminated for cause by Dakota State at any time with or without notice.
  - C. INSURANCE PROVISION: Does Dakota State require an insurance provision?  
 YES \_\_\_ NO \_\_\_  
 If YES, does the consultant agree, at its sole cost and expense, to maintain adequate general liability, worker's compensation, professional liability and automobile liability insurance during the period of this agreement? YES \_\_\_ NO \_\_\_
  - D. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by Dakota State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by Dakota State nor does it give rise to a claim against Dakota State.
- IV. In witness hereto the parties signify their agreement by affixing their signatures hereto.

Consultant Signature	Date	Authorized State Signature	Date
State Agency Coding Center: _____		Account: _____	
Dakota State contact person: _____			
Consultant social security or employer number: _____			

---

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally

approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.