Contract No.: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "**Agreement**"), effective as of _____ ___, 20__ (the "**Effective Date**"), is made by and between the HOUSING OPPORTUNITIES COMMISSION OF MONTGOMERY COUNTY ("**HOC**"), whose address is 10400 Detrick Avenue, Kensington, MD 20895, and _____ ("**Contractor**"), whose address is _____.

WHEREAS, HOC desires to engage Contractor to render services described herein;

WHEREAS, Contractor warrants that it is qualified and willing to perform the desired services; and

WHEREAS, the [Acting] Executive Director of HOC, or his/her designee, is the duly authorized designee to act as signatory of this instrument on behalf of HOC and is solely responsible for all contractual changes and modifications hereto.

NOW THEREFORE, in consideration of the foregoing recitals (which shall be incorporated herein), the mutual covenants and promises hereunder, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree to the following:

ARTICLE I — COMPENSATION

The parties hereto agree that the total consideration paid to Contractor by HOC shall [be no more than / not exceed (NTE) / be up to / be in the amount of] _____ and 00/100 Dollars ($_____). Contractor agrees that all hourly rates and fees shall not increase for [the initial ___ years / the term of this Agreement]. After year ____, Contractor may request, in writing, a price adjustment for any renewal period; provided, however, any request will not exceed the percentage change in the Customer Price Index for the Baltimore-Washington Metropolitan prior year. All requests for price adjustment are subject to the review and written approval of HOC.

Payments will be made after the invoice(s) have been approved by HOC and the work has been completed to the satisfaction of HOC, unless HOC has provided written notice to Contractor that Contractor is in default under this Agreement. HOC will make reasonable efforts to pay invoices within thirty (30) days of approval.

All invoices must reference this Agreement's Contract Number and shall be sent to:

Housing Opportunities Commission of Montgomery County
10400 Detrick Avenue
Kensington, MD 20895
Attn: Accounts Payable

with a copy to:

Housing Opportunities Commission of Montgomery County
10400 Detrick Avenue
Kensington, MD 20895
Attn: _____

ARTICLE II — TERM

This Agreement shall expire, unless sooner terminated, on _____. HOC, in its sole discretion, shall have ____ renewal option(s) that shall be exercised by HOC by providing Contractor written notice of such renewal and renewal documents stating the new term of the Agreement. Each renewal is for one-year, or any portion thereof.

ARTICLE III — SERVICES

Contractor, in consideration of the fee specified herein, agrees to _____ [add description of services / provide services as described in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein] and any other services described in this Agreement (collectively, the "**Scope of Services**").

Any request for changes to the Scope of Services described herein must be made in writing to HOC's Contract Administrator. This includes any work that would increase or decrease the cost of the work. Any changes made without a signed change order from HOC will be at the sole risk of Contractor and will be done at no additional cost to HOC.

The services outlined herein shall be performed at the direction of HOC's Contract Administrator (information provided below).

As a material inducement to HOC entering into this Agreement, the Contractor warrants and represents to HOC:

i. That it is financially solvent, able to pay all debts as they mature;

ii. That it is able to furnish the materials, equipment and labor required to perform its obligations hereunder;

iii. That it is authorized to do business in the State of Maryland and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the work in the Scope of Services;

iv. That its execution of this Agreement and its performance thereof is within its duly authorized power; and

v. That it possesses a high level of experience and expertise in providing the Scope of Services, and that it will perform the services hereunder with the care, skill and diligence of a contractor providing a similar scope of services.

ARTICLE IV – INSURANCE

Contractor shall procure and maintain in force, at its own expense, such insurance as will protect Contractor and HOC from any and all claims which may arise out of or result from the Contractor's work under this Agreement, whether such execution be by itself, its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable. Such insurance shall remain in effect during the entire term of this Agreement (including any renewals) and shall not be less than the following limits of liability:

TYPE	LIMIT NOT TO BE LESS THAN
Professional Liability	$1,000,000 per claim

Professional Liability insurance must include contingent bodily injury and property damage. Coverage shall be with an insurance company that is licensed to conduct business in the State of Maryland and that is otherwise acceptable to HOC. Contractor shall submit a certificate of insurance evidencing such insurance prior to commencing work; Contractor shall also submit a copy of the insurance policy and additional insured endorsements if required by HOC. Contractor shall immediately report any change in insurance coverage to HOC and Contractor shall provide HOC with evidence of continued and/or renewed insurance prior to the expiration of the policy.

The amounts of insurance required in this Agreement shall not be construed as the maximum amount of insurance required by contract or as a limitation of any potential liability on the part of Contractor, nor shall failure to request evidence of insurance be construed as a waiver of Contractor's obligation to provide the insurance coverage specified in this Agreement. Contractor's insurance shall be primary and noncontributory, and shall not include any provision that would bar, restrict, or preclude coverage for claims by HOC against Contractor, including but not limited to "cross-liability" or "insured vs. insured" exclusion provisions. Contractor will also ensure that all of the liability policies contain a waiver of subrogation in favor of the additional insured.

HOC must be included as an additional insured on Contractor's commercial general liability, automobile, and excess/umbrella insurance policies for liability arising out of Contractor's services provided under this Agreement.

ARTICLE V — OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All plans, drawing, specifications, computer programs, reports, manuals, maps, photographs, data, studies, surveys, agreements, documents, memoranda, strategies, and all other work product prepared and furnished by Contractor shall become the property of HOC. Contractor shall deliver such documents to HOC and shall not have claim for further engagement or additional compensation as a result of use by HOC or full exercise of its ownership rights in said materials. Contractor agrees that any of the above cited work products are subject to the rights of HOC to use, duplicate and disclose in whole or part in any manner for any purpose whatsoever and to permit others to do so. If the material is copyrightable, Contractor may copyright subject to notice and agreement of HOC, but HOC reserves a royalty-free, non-exclusive and irreversible license to reproduce, publish and use such materials in whole or in part and to authorize others to do so. It is understood, however that all work products furnished by Contractor pursuant to this Agreement are instruments of its services with respect to this Agreement. Any re-use by HOC for purposes other than for this Agreement will be at the risk of HOC and without liability to Contractor.

ARTICLE VI — INDEMNIFICATION OF HOC

Contractor shall indemnify, defend, and hold harmless HOC and its Commissioners, directors, officers, agents, affiliates, subsidiaries, partners, members, lenders, employees, volunteers, successors and assigns ("**HOC Parties**") from and against any and all claims, actions, losses, liens, costs, demands, judgements, damages, injuries (including death), expenses (including reasonable attorneys' fees and litigation expenses), and liabilities asserted against or sustained or incurred by any HOC Parties arising from or in any way related to Contractor's and/or its directors, officers, agents, students, licensees, contractors, subcontractors, employees, affiliates, subsidiaries, volunteers, and representatives breach of this Agreement, negligent acts or omissions, gross negligence, willful misconduct, fraud, and/or failure to perform any obligations under this Agreement. This section shall survive the termination and/or lapse of this Agreement.

ARTICLE VII — LICENSES AND RESPONSIBILITIES

Contractor shall, without additional expenses to HOC, be responsible for obtaining any necessary licenses and permits, if any are required, in connection with the performance of services specified herein. Contractor shall take proper safety and health precautions to protect HOC, the public, and the property of others, including the securing of insurance policies as set out above. Contractor shall also be responsible for all services performed until completion of this Agreement.

ARTICLE VIII — CONFLICTS OF INTEREST

No member, officer, or employee of HOC; no member of a governing body from the locality in which a project is situated; no member of a governing body from the locality of which HOC was activated; and no other public official of such a locality shall exercise any function or responsibilities with respect to the work described herein during his or her tenure, or, for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Contractor represents that it has conducted a conflicts check and has disclosed to HOC any current engagements which are competitive or adverse to HOC's operations or industry, or to the work outlined in this Agreement.

ARTICLE IX – NON-SOLICITATION OF HOC EMPLOYEES

During the term of this Agreement (including all exercised renewals), Contractor shall not employ or offer to employ a HOC employee if the HOC employee has had "**Significant Participation**" in the "**Procurement**" of this Agreement. For purposes of this Agreement, (i) Significant Participation shall mean making a decision, approval, disapproval, recommendation, rendering of advice, investigation, or other similar action (Significant Participation does not ordinarily include program oversight or budget preparation, review, or adoption); and (ii) Procurement shall mean buying, purchasing, leasing, or otherwise acquiring any goods, services, or construction, including all functions that pertain to the obtaining of any goods, service, or construction (including description of requirements, selection and solicitation of sources, evaluation of offers, preparation and award of contract, dispute and claim resolution, and all phases of contract administration).

This Article IX can be waived by HOC, in its sole discretion. Waiver requests should be submitted to HOC's Director of Human Resources and a decision will be made by HOC's Executive Director. In considering a waiver request, HOC will consider whether (1) HOC would be materially harmed if the waiver was granted; (2) the proposed employment is likely to create an actual conflict of interest; and (3) granting the waiver will give the HOC employee an unfair economic advantage over other HOC employees or members of the public. HOC may condition a waiver on one or more requirements, including that the HOC employee comply with the relevant sections of the Montgomery County Public Ethics Law (including, without limitations, Sections 19A-11(2)(D), 19A-13(a), and 19A-13(b)).

Violation of this Article IX is considered a breach of this Agreement and may result in termination of this Agreement. Violations of this Article IX may also result in Contractor being deemed ineligible for future work with HOC.

ARTICLE X – CONFIDENTIALITY

Contractor will keep in strict confidence all reports; files; records; discussions and negotiations; marketing materials and content; documents (including this Agreement); customer lists and records; design definitions and specifications; technology and software information (including unpublished computer code); data; trade secrets; HOC tenant and employee information; information relating to the past, present, or future business affairs of HOC, including without limitation, research, development, business plans and ideas, operations, strategies, financial information, and technology and software systems; and all other materials and information (whether in electronic, hard-copy, photographic, audio-visual, email, verbal, or any other format whatsoever) that Contractor has received, reviewed, generated, or assembled that is in any way related to HOC or this Agreement (the "**Confidential Information**"). The Confidential Information also includes confidential information belonging to third parties that HOC discloses or otherwise provides to Contractor for purposes related to this Agreement.

Contractor agrees that the Confidential Information shall not be disclosed, disseminated, published, or otherwise made available to any individual or organization without the prior written approval of HOC. Contractor will not use the Confidential Information except in relation to this Agreement and will not use the Confidential Information for its own competitive or financial benefit or to cause harm or loss to HOC. Contractor shall institute and maintain reasonable security procedures to protect the Confidential Information in a secure manner and in accordance with all applicable federal and state privacy laws; the security procedures must be at least as effective as those taken by Contractor to protect its own confidential information or those that would be taken by a reasonable person in the position of Contractor, whichever is most effective.

If Contractor becomes legally obligated to disclose any Confidential Information, Contractor shall give HOC ten (10) days' advance written notice so that HOC may seek a protective order or other appropriate remedy. Contractor shall cooperate fully with HOC in connection with its effort to obtain a protective order or other remedy. Notwithstanding any legal obligation of Contractor to disclose the Confidential Information, Contractor shall use its best efforts to narrow the scope of the Confidential Information that it is required to disclose and to have the required disclosure treated confidentially. Contractor acknowledges that the Confidential Information is proprietary and confidential, and that HOC will suffer irreparable injury in the event of the use, delivery, or disclosure of the Confidential Information, and there may be no adequate remedy at law for such violation. Contractor agrees that in the event of any unauthorized use, delivery, disclosure, or threatened unauthorized use, delivery, or disclosure of the Confidential Information, HOC, in addition to all other remedies it may have in law or equity, shall be entitled to obtain a temporary restraining order and/or injunction, on an ex parte basis, prohibiting any further use, delivery, or disclosure of the Confidential Information by Contractor.

The Confidential Information is being provided without any representation or warranty, express or implied, as to its accuracy or completeness, and in no event shall HOC be held liable for any inaccuracy or incompleteness of the Confidential Information. No license under any agreement, patent, or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder. At HOC's request, Contractor will

promptly return HOC's papers and property and shall destroy all physical and electronic copies. Unless HOC requests otherwise, Contractor will retain HOC's papers and property for a period of at least five (5) years. Contractor shall ensure that any contracts with subcontractors, consultants, or other parties in relation to this Agreement shall contain the same or similar confidentiality provisions for the benefit of HOC, and Contractor shall be responsible for those parties' observance of the terms of this Article IX. This section shall survive the termination and/or lapse of this Agreement.

ARTICLE XI – NOTICES & HOC CONTRACT ADMINISTRATOR

All notices or other communications required or permitted hereunder shall be in writing and shall be delivered or sent, as the case may be, by any of the following methods: (a) personal delivery with signed receipt; (b) nationally recognized overnight delivery service, such as UPS, Federal Express, or DHL, providing a receipt of delivery; (c) registered or certified mail (with postage prepaid and return receipt requested); or (d) by electronic mail, provided that a confirmation copy is simultaneously sent by one of the methods set forth in the foregoing clauses. The effective date of any such notice or other communication shall be deemed to be the earlier of (i) if personally delivered, the date of delivery; (ii) if delivered by overnight service, one (1) business day following the receipt of such communication by the carrier; (iii) if mailed, three (3) business days after the date of posting as shown on the sender's receipt, or (iv) if delivered by electronic mail, upon the date of delivery thereof, provided that a confirmation copy is simultaneously sent as required above. The addresses for purposes of giving notices hereunder are:

If to HOC:

Housing Opportunities Commission of Montgomery County
_____
_____
Attn.: _____, **HOC Contract Administrator**

With a copy to:

_____
_____
_____
_____

If to Contractor:

_____
_____
_____
_____

ARTICLE XII – HOC WORKS & SECTION 3

Contractor affirms that it will comply with Section 3 or HOC Works, as applicable, and has submitted to HOC either a completed Section 3 Opportunities Plan or HOC Works Opportunity Plan. In the event Contractor has not submitted the required documentation, upon HOC's request, Contractor will complete the required forms and comply with the terms of Section 3 or HOC Works.

ARTICLE XIII – LGTCA & SIP

Contractor acknowledges and accepts that HOC participates in the Montgomery County Self-Insurance Program, Montgomery County Code, Section 20-37 (the "**SIP**"), and that any liability of HOC in this Agreement is limited by the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§5-301, et seq. (the "**LGTCA**"), as may be amended from time to time. Nothing in this Agreement shall be construed as a waiver of any rights, defenses, notice requirements, or limitations of liability available to HOC under the LGTCA. If the LGTCA is amended to increase its limits, then the increased limits shall automatically apply to this Agreement.

ARTICLE XIV — COMPLIANCE WITH LAWS

Contractor shall perform all work in a workmanlike manner. Contractor shall observe and comply with all federal, state, and local laws, regulations, rules, and ordinances in performing the services listed herein, including all laws requiring nondiscrimination in practices of providing services and employment.

ARTICLE XV — INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement agree that Contractor is a professional organization and that the relationship created by this Agreement is that of employer-independent contractor. Contractor is not an employee of HOC and is not entitled to the benefits provided by HOC to its employees including, but not limited to, group insurance, leave and pension plan. Further, Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of HOC nor shall any of the employees or agents of Contractor be considered sub-agents of HOC. Nothing in this Agreement shall be deemed or construed to create a partnership, agency, or joint venture of or between Contractor and HOC.

ARTICLE XVI — ASSIGNMENT AND SUBCONTRACTING

Contractor agrees that it will not assign or transfer this Agreement or any right in or claim Contractor may have hereunder except as expressly authorized in writing by the Executive Director of HOC.

ARTICLE XVII — TERMINATION

This Agreement may be terminated, in whole or in part, by HOC at any time HOC determines, in its sole discretion, that, for any reason, termination is in its best interests. Termination of services shall be effected by delivery to Contractor of a termination notice specifying the termination effective date (the "**Termination Date**") and the extent to which the services are being terminated. If termination is for the convenience of HOC, Contractor shall be entitled to an equitable adjustment of the compensation stated above for services properly rendered prior to the Termination Date. HOC will not be liable for services performed after the Termination Date.

ARTICLE XVIII — ENTIRE AGREEMENT

The Agreement, the Request for Proposal for [Enter Title Of RFP, RFP #_____] (the "**RFP**"), and the Contractor's response to the RFP dated [ENTER Month, Day, Year] (the "**RFP Response**"), constitutes the entire agreement between the parties and there are no other collateral contracts or agreements of any kind between the parties. In the event of a conflict, the following order of priority shall govern: (1) this Agreement, (2) the RFP, and (3) the RFP Response.

ARTICLE XIX – MISCELLANEOUS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successor and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without regard to principles of conflicts of laws. Each party hereto irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or related to this Agreement. Each party represents that it has received all approvals necessary to enter into and perform its obligations under this Agreement and that its execution, delivery and performance of this Agreement has been duly and validly authorized. Each party further represents that the person executing this Agreement has the authority to bind such party hereunder. None of the parties to this Agreement shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid, illegal or unenforceable and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provisions. This Agreement may be signed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement for Services as of the day and year first written above.

HOC:

Housing Opportunities Commission of Montgomery County

By: _____
Name: Chelsea Andrews
Title: Executive Director

CONTRACTOR:

_____

By: _____
Name: _____
Title: _____

Exhibit A

Scope of Services

[*to be inserted*]