

**CONSULTING SERVICES AGREEMENT BETWEEN
THE HOUSING ENDOWMENT AND REGIONAL TRUST OF SAN MATEO COUNTY AND**

This Services Agreement (this “**Agreement**”) is made and entered into between the Housing Endowment and Regional Trust of San Mateo County (“**HEART**”) and _____, (“**Consultant**”) effective as of _____, 20__ (the “**Effective Date**”). HEART and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Work. Consultant shall provide the services and/or materials as described in the Scope of Services (“the Work”), attached hereto as Exhibit A. The Work shall commence on _____, 20__ and shall be completed to the satisfaction of HEART by _____, 20__ unless such date is extended or otherwise modified by HEART in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.

2. Payment. HEART shall pay Consultant an amount not to exceed _____ Dollars (\$_____), notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant.

HEART shall make payments, based on invoices received, for Work satisfactorily performed. HEART shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between HEART and Consultant. At all times Consultant shall be an independent contractor and HEART shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind HEART to any contracts or other obligations without the express written consent of HEART.

4. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to HEART), and hold harmless HEART and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “HEART Indemnitees”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the Work or Consultant’s failure to comply with this Agreement, except such Liability caused by the gross negligence or willful misconduct of HEART Indemnitees.

5. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant’s (or subcontractor’s) sole cost and expense, furnish HEART with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers’ Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage

for liability arising out of the use and operation of any HEART-owned or HEART-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name HEART Indemnitees as additional insureds with any HEART insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify HEART of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

7. Termination. HEART may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. HEART's right of termination shall be in addition to all other remedies available under law to HEART.

8. Reserved.

9. Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

12. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of HEART shall be personally liable to Consultant in the event of any default or breach by HEART or for any amount which may become due to Consultant pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

HEART:

CONSULTANT:

By: _____
Armando F. Sanchez
Executive Director

By: _____
Print Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES

As directed by HEART:

- _____

COMPENSATION SCHEDULE

The Housing Endowment and Regional Trust of San Mateo County shall pay an hourly rate for consultant's services as follows:

REIMBURSABLE EXPENSE

Expenses shall be reimbursed as required, not to exceed \$_____.