

Agreement for Services

2009

This Agreement for Services (“Agreement”) is entered into as of _____, 2009 by and between _____ (“INSPECTOR”), organized and existing under the laws of the State of Indiana, and the **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Indiana (“IHCDA”).

WITNESSETH:

WHEREAS, IHCDA has been designated to receive, administer and disburse funds under the HOME Investment Partnerships Program (“HOME”) created under the National Affordable Housing Act of 1990, as amended from time to time;

WHEREAS, IHCDA has allocated HOME funds to single family units (“HOME Assisted Units”), through its Down Payment Assistance Program, located throughout the State of Indiana;

WHEREAS, IHCDA is required under 24 C.F.R. 92.251 to ensure compliance with the property standards requirements through inspections performed by it, its state recipient or subrecipient, or a third party; and IHCDA desires to ensure that the HOME Assisted Units meet all applicable State and local housing quality standards and code requirements;

WHEREAS, Inspector is a licensed Federal Housing Administration (“FHA”) Appraiser, FHA Inspector or Home Inspector licensed by the State of Indiana with license number # _____ and has experience and expertise in providing inspection services, and/or, state and local housing quality standards, and code requirements, including building code requirements (“Standards”); and

WHEREAS, IHCDA desires to engage the services of Inspector and Inspector desires to render and perform such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and made a part hereof as though set forth herein verbatim.
2. **Payment.** Inspector shall be responsible for any and all expenses incurred in rendering its services under this Agreement and shall be reimbursed for services by IHCDA through Participating Lenders (as defined below).
3. **Condition of Payment.** All services provided by Inspector under this Agreement must be performed to the IHCDA’s reasonable satisfaction, as determined at the discretion of the undersigned IHCDA representative and in accordance with all applicable federal, state, and local laws, rules and regulations. IHCDA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, state or local statute, ordinance, rule or regulation. As required by I.C. 4-13-2-14.8, payments to Inspector shall be made via electronic funds transfer in accordance with instructions filed by Inspector with the Controller of IHCDA.
4. **Inspector Obligations.** Inspector shall be responsible for providing inspection services for the purpose of ensuring the HOME Assisted Units comply with all appropriate standards, which responsibilities shall include, but not be limited to, the following:
 - a) Coordinate and set up inspections through those lenders designated to IHCDA as Participating Lenders;

- b) Inspect the grounds and the exterior and interior of the HOME Assisted Units to ensure all applicable Standards are met;
 - c) Provide Participating Lenders with timely reports that include (1) general property description, (2) photos of property and (3) a description of all areas that do not meet Standards;
 - d) Conduct inspections in a timely fashion as to complete all inspections within 10 days of assignment by Participating Lenders.
5. **Relationship of Parties.** Inspector, in the performance of this Agreement, will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of IHCDA. Inspector will be responsible for all supervision of, and acts and omissions by, its employees and subcontractors and for complying with applicable laws with respect to such employees including, without limitation, wage and hour laws, workers' compensation laws, occupational safety and health laws, and pension, social security and federal income tax payments, contributions and withholdings. Neither Inspector nor any of its employees are to be considered employees or subcontractors of IHCDA for any purpose nor will they be entitled to any of the benefits provided to employees of IHCDA.
6. **Time Devoted to Work.** Inspector shall devote such time and such personnel as Inspector shall determine, using its best business judgment, is necessary to fulfill its obligations under this Agreement.
7. **Term.** Unless sooner terminated as provided herein, the initial term of this Agreement shall commence as of the date first written above and terminate on _____. However, IHCDA may terminate this Agreement at any time upon written notice delivered to Inspector, at which time IHCDA's obligations hereunder shall terminate. This Agreement may be renewed under the same terms and conditions, or different terms subject to approval of the IHCDA Board of Directors, and in compliance with Ind. Code § 5-22-17-4. The term of the renewal Agreement may not be longer than the term of this original Agreement.
8. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by Inspector prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and Inspector transfers any ownership claim to IHCDA and all such materials will be the property of the IHCDA. Use of these materials, other than related to Agreement performance by Inspector, without the prior written consent of IHCDA, is prohibited. During the performance of this Agreement, Inspector shall be responsible for any loss of or damage to these materials developed for or supplied by the IHCDA and used to develop or assist in the services provided while the materials are in the possession of Inspector. Any loss or damage thereto shall be restored at the Inspector's expense. Inspector shall provide IHCDA full, immediate, and unrestricted access to the work product during the term of this Agreement.
9. **Maintenance of Records.** Inspector and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the Agreement term, and for five (5) years from the date of final payment under this Agreement, for inspection by IHCDA or its authorized designees. Upon request, copies shall be furnished at no cost to IHCDA.
10. **Indemnification.** Inspector agrees to indemnify, defend, and hold harmless IHCDA, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Inspector and/or its subcontractors, if any, in the performance of this Agreement. IHCDA shall **not** provide such indemnification to Inspector.
11. **Notice.** Whenever notice is permitted or required under this Agreement, it shall be sent to the following address and deemed received three (3) business days after deposited in the U.S. Mail addressed to:

To IHCDA:

To Inspector:

IHCDA
ATTN: Karen Gatewood
30 S Meridian St, Suite 1000
Indianapolis, IN 46204

- 12. **Successors.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Inspector shall not be entitled to assign this Agreement or any of its rights or obligations hereunder and shall not be entitled to subcontract any of the work to be performed by Inspector under this Agreement without the prior written consent of IHCDA, which consent shall be its sole discretion.
- 13. **Entire Agreement.** This Agreement contains the entire understanding between the parties regarding the subject matter hereof and no representations, inducements, promises or oral agreements not embodied herein shall be of any force or effect.
- 14. **Severability.** The terms and provisions of this Agreement shall be deemed severable, and if any term or provision of this Agreement or the application thereto to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless be valid and enforced to the fullest extent by law in a manner so as to effectuate the intent of the parties hereto.
- 15. **Governing Law.** The terms and provisions of this Agreement shall be governed by and interpreted under the laws of the State of Indiana and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.
- 16. **Complete Agreement.** This Agreement sets forth the entire and final agreement and understanding of the undersigned parties. Any and all prior agreements, understandings or undertakings, whether written or oral with respect to this Agreement, are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended except by a written instrument executed by all parties.
- 17. **Authority.** The parties represent and warrant, each to the other, that each has all necessary authority to enter into this Agreement, and to engage in all acts necessary to the consummation of this Agreement. The parties further represent and warrant, each to the other, that the signatories hereto have been duly authorized by their respective party and that this Agreement, when executed, shall be the valid and binding act of the party for whom he signed enforceable according to its terms.

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

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY a public corporate and politic of the State of Indiana, as administrator of HOME Program By:

Kim Harris, Single Family Manger

INSPECTOR

organized and existing under the laws of the State of Indiana

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

Counties Which Inspector Will Service

