

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 12th day of May 2016, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and Nussbaum Law, LLC, P.O. Box 132, Clarksville, MD 21029 (hereinafter referred to as the "Firm").

RECITALS

WHEREAS, the Firm submitted a proposal to RFP No. 031.16.B1 issued by the Board and has been selected to perform professional services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Firm to perform certain work and services, on the terms and conditions herein set forth and the Firm is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by the Firm shall be in accordance with the following documents:

Request for Proposals for hearing examiner services RFP No. 031.16.B1, dated March 3, 2016; and Nussbaum Law, LLC proposal dated March 23, 2016.

ARTICLE II - TERMS AND CONDITIONS

Firm agrees to perform the work and services required under this Agreement in accordance with RFP No. 031.16.B1 whose provisions for professional services are incorporated herein by reference except as noted herein.

Section 3.7.3 of the RFP does not apply to this Agreement and section 3.7.4 of the RFP does not apply to any claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of any Findings, Conclusions, or Recommendations issued by the Firm as a Hearing Examiner in any matter referred for such a Hearing.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and terminate on May 11, 2017. The agreement may be extended an additional four one-year terms, contingent upon adequate fiscal appropriations, satisfactory performance and approved price adjustments per the RFP.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

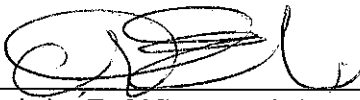
- (1) The Firm shall receive compensation within 30 days of invoice date
- (2) Payment shall be made in accordance with the provisions set forth in Part V PAYMENTS.

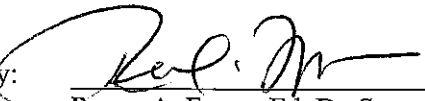
ARTICLE V- INSURANCE

The Consultant agrees to and has complied with the insurance requirements set forth in the RFP.

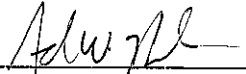
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

BOARD OF EDUCATION OF HOWARD COUNTY

By:  (SEAL)
Christine E. O'Connor, Chairman
Board of Education of Howard County

By:  (SEAL)
Renee A. Foose, Ed. D., Superintendent
Howard County Public School System

FIRM

By: 
Signature
Andrew W. Nussbaum Attorney/Owner
Typed Name Title
Nussbaum Law, LLC
Company Name
P.O. Box 132
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Charlottesville, Maryland 21029
City State Zip
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