

GENERAL AGREEMENT NONPROFIT PROVIDER

PART I

THIS AGREEMENT is made and entered into this 19th day of December, 2011 by and between the CUYAHOGA COUNTY, OHIO, the ("County"), on behalf of the Department of Development and the Emerald Development and Economic Network, Inc., with principal office located 7812 Madison Avenue, Cleveland, Ohio 44102, the ("Provider").

WITNESSETH:

WHEREAS, Cuyahoga County entered into various Agreements with the United States of America providing for financial assistance to said County under the Cranston-Gonzalez Affordable Housing Act (the "Act"); and

WHEREAS, pursuant to the Act, the County is undertaking by and through its Department of Development certain activities; and

WHEREAS, such activities to be performed include Tenant Based Rental Assistance; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD"), subsequently issued regulations set forth in 24 CFR Part 92, allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the HOME Program; and

WHEREAS, the Act contemplates and encourages the joining together by agreement of contiguous communities into a consortium for the purpose of carrying out the objectives of the Act; and,

WHEREAS, the County, and the Communities of Cleveland Heights, Euclid, Lakewood, and Parma, Ohio (collectively, the "Member Jurisdictions") have formed the Cuyahoga Housing Consortium (the "Consortium") pursuant to the Act.

WHEREAS, for the purposes of the Consortium, Cuyahoga County is authorized by the Member Jurisdictions to act in a representative capacity for all member units of general local government (in such capacity the "Lead Entity") and assumes overall responsibility for the Consortium's HOME Program compliance with the requirements of the Act; and,

WHEREAS, certain costs will be incurred to operate this program; and

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the County and the Provider agree as follows:

ITEM I – SCOPE OF SERVICES:

For detailed description of Scope of Services, refer to Schedule A, attached.

ITEM II – TIME OF PERFORMANCE:

- A. The services of the Provider are to commence **November 1, 2011** and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All services required herein shall be completed by no later than **April 30, 2012**.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

ITEM III – COMPENSATION AND METHOD OF PAYMENT:

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **\$24,588** consisting of **\$9,170** Fiscal Year 2011 HOME Administrative funds and **\$15,418** Fiscal Year 2011 Home Non-Administrative funds. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the County authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Provider for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget. The Provider shall submit a report itemizing both actual time expended and costs incurred in performance of said Scope of Services and in accordance with the Scope of Services and the Budget.

ITEM IV – CONDITIONS & ATTACHMENTS:

It is expressly understood and agreed that Schedule A “Scope of Services”, Attachment I “Budgetary Details”, Part II “Terms and Conditions”, and Part III, “Accounting and Financial Management Procedures”, attached hereto are made a part hereof as if fully rewritten herein.

By entering into this (agreement/contract/amendment to agreement or contract) or (by submitting a bid) or (by submitting a proposal) I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio revised code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

CUYAHOGA COUNTY, OHIO

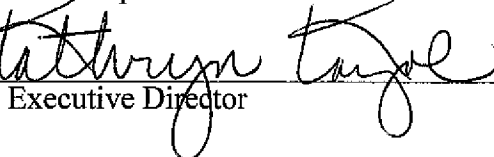
Edward FitzGerald, County Executive

By:


2012-08-09 09:26:38
Edward FitzGerald, County Executive

Emerald Development and Economics Network, Inc.

By:


Executive Director