

**Sub-recipient Agreement For Professional Services**  
**From Non-Profit Organization**

**Article 1: Preliminary Recitals**

**Parties**

This Contract made and entered into this     day of     , 201\_\_ by and between the County of Cuyahoga, Ohio (the "County"), and Emerald Development and Economic Network, Inc., a corporation not-for-profit, with principal offices located at 7812 Madison Avenue, Cleveland, Ohio 44102, (the "Provider").

**Term**

This Contract shall commence on the 1st day of January, 2012 and shall terminate on the 31st day of December, 2012.

**Purpose**

Whereas the County requires property management services for the Community Women's Shelter facilities located at 2219 and 2227 Payne Avenue, and whereas the Provider is willing to provide such services; therefore in consideration of these tenants, the County and the Provider do hereby acknowledge their mutual desire to enter into a contractual relationship.

**Article 2: Scope of Services**

Provider hereby agrees to provide services described in Attachment I, Work Program and Budget, which is attached hereto and made a part thereof as if fully rewritten. Changes in Attachment I, may be requested from time to time by either the County or the Provider, and shall be incorporated in written amendments to this Agreement.

**Article 3: Contract Revisions**

Any Revision of budget line item funds can only be made with the prior approval of the County.

**Article 4: Compensation**

The County shall compensate Provider for all expenditures made in accordance with the schedule set forth in Attachment I, Work Program and Budget, which is attached hereto. Compensation shall be provided during the term of this Agreement not to exceed \$ 226,715.00.

**Article 5: Method of Payment**

The County shall reimburse Provider based on a statement of expense, documented per County reimbursement policies, and submitted to the County. Payment shall be made within thirty (30) days of receipt by the County.

Documentation of expenses for the draw will include:

- 1) budget to actual expense report
- 2) monthly financials
- 3) invoices, canceled checks

Regarding the Expense item "REAL ESTATE TAXES", the Provider will provide documentation of the paid tax bill to receive reimbursement. At the time the 2227 Payne Avenue property is approved for tax exemption due to the non-profit ownership and public purpose use, the County Contract will be credited the funds that had been provided to the Provider for this purpose. This amount will include tax payments provided through contract CE1100158-01, as well as the current year contract.

#### **Article 6: Reports and Records**

The County or any of their authorized representatives shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other papers or property of Provider pertaining to fundings provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. Provider shall provide necessary information and periodic reports as required in this Section of the Agreement. All data, information, and reports generated as a result of this Agreement are the property of the Board of Cuyahoga County Commissioners.

#### **Article 7: Liability**

The County shall not be liable hereunder and/or obligated to any third party for the extent of this agreement.

#### **Article 8: Anti-Discrimination**

Provider agrees that in the performance and delivery of service under this agreement there shall be no discrimination exercised against any persons because of race, sex, color, religion, national origin or disability as provided in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1992. Any and all active violations of the aforementioned statutes shall constitute sufficient justification for immediate termination.

#### **Article 9: Indemnity**

- A. The Provider agrees that it will at all times indemnify and hold harmless the County and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any child/family/individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.
- B. The Provider agrees to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the failure of the provider to perform its duties and obligations under this contract.

#### **Article 10: Termination**

The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part in accordance with 24 CFR 85.43 if Provider:

- A) Violates any provision of this Agreement or,
- B) Violates any applicable regulations or terms and conditions of this Agreement;
- C) Fails to perform the administrative duties within a timely manner.

#### **Article 11: Modification/Extent of Agreement**

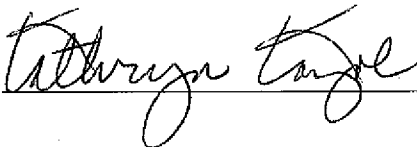
This agreement represents the integrated Agreement between the County and Provider and supersedes all prior negotiations, representations or agreements, either written or oral. By mutual consent of the County and the Provider, the Agreement may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signed by both parties.

#### **Article 12: Electronic Signature**

By entering into this Contract, I agree on behalf of Emerald Development and Economic Network, Inc., it's Officers, Employees, Subcontractors, Subgrantees, 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.

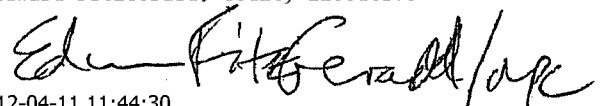
**IN WITNESS WHEREOF**, the County and Provider have executed this Agreement.

Emerald Development and Economic Network, Inc

BY:  \_\_\_\_\_

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive



2012-04-11 11:44:30

BY: \_\_\_\_\_

Edward FitzGerald, County Executive

**ATTACHMENT I:**

**WORK PROGRAM & BUDGET**

**EMERALD DEVELOPMENT AND ECONOMIC  
NETWORK, INC.**

**January 1, 2012 - December 31, 2012**

Emerald Development & Economic Network, Inc.  
Norma Herr Community Women's Center  
January 1, 2012 to December 31, 2012

### **Scope Of Service**

The Norma Herr Women's Center site serves Cuyahoga County, not only as an emergency shelter for women, but also as the site for Coordinated Intake for all of the emergency shelters serving single women and families. It is also the location for diversion and rapid re-housing assistance designed to facilitate immediate housing placement and to eliminate the need for extended shelter stays.

Emerald Development & Economic Network, Inc. will provide property management services for the Norma Herr Community Women's Center.

Services include:

- On-site custodial staff
- Maintenance staff, on call
- Custodial/housekeeping services
- insurance coverage,
- utility management, and
- exterior grounds maintenance

# Norma Herr Women's Shelter

## Operating Budget - Calendar Year 2012

	2012 Budget	NOTES
<b>PROPERTY EXPENSES</b>		
Legal	250	This amount represents a share of EDEN's general counsel costs. New contract is \$98 per mo. * 12 = \$1,176 plus larger scale bed bug treatments. The umbrella policy is allocated on the basis of the valued amount
Pest Control	4,415	
Property Insurance	4,800	
<b>Property Expense Total</b>	<b>9,465</b>	
<b>UTILITIES</b>		
Electricity	39,190	Based on last 6 months actual bills
Gas	12,000	Based on actual billings, adjusted for the unusually warm winter
Water & Sewer	28,338	Based on last 6 months actual bills
<b>Utility Expense Total</b>	<b>79,528</b>	
<b>Repair and Maintenance Expenses</b>		
Repairs & Maintenance	17,500	Grease trap cleaning semi-annual, regular maintenance and repairs; Contract cleaning
Maintenance Supplies	19,634	Maintenance, cleaning, and paper supplies
Major Repairs	3,500	Repairs in excess of \$500
Trash Removal	6,510	Allied Waste
Maintenance Payroll, taxes & benefits	61,648	2 full-time custodians; .25FTE Maintenance Technician
Other Property Expenses	12,112	Inspections, snow removal, cell phone, laundry, locks & keys, floor mats, supplies
<b>R &amp; M Expense Total</b>	<b>120,904</b>	
<b>Total Operating Expenses</b>	<b>209,897</b>	
Property Management Administration	6,297	3% of Total Operating Expenses
Real Estate Taxes	10,521	Once EDEN is approved for tax exemption, \$\$ will be refunded; currently applications are <i>pending</i> .
<b>Total Contract</b>	<b>226,715</b>	