

Subrecipient Agreement For Professional Services

Article 1: Preliminary Recitals

Parties

This Contract made and entered into this day of , 2013 by and between the of County Cuyahoga County, 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 10th day of April, 2013 and shall terminate on the 9th day of April, 2014.

Purpose

The SHELTER PLUS CARE program (hereinafter S+C) is authorized by Title IV of the Stewart B McKinney Homeless Assistance Act. The S+C is designed to link rental assistance with supportive services for hard-to-serve homeless persons with disabilities and their families. Cuyahoga County Department of Development, Office of Homeless Services applied for and received Shelter Plus Care Grant Funds.

It is necessary that the County and the Provider enter into an Agreement for the administration of the S+C Grant.

Article 2: Scope of Services

The Provider, hereby agrees to administer the Tenant-Based Rental Assistance (TRA) components of the S+C Grant according to the program guidelines found in 24 CFR Part 582, and in accordance with the Work Program and Budget attached hereto as Exhibit 1.

Article 3: Compensation and Method of Payment

The County shall compensate the Provider for all expenditures made in accordance with the schedule set forth in Attachment I, Work Program & Budget. Compensation shall be provided during the term of this Agreement not to exceed \$ 10,248,516.00.

The County will draw S+C funds on a monthly basis and advance may be made said amount to the Provider. The Advance will be based on an estimate of TRA subsidy monthly needs.

Documentation for the advance draw request will include an:

- estimate of number of units to be subsidized broken down by size of unit
- estimate of security deposits and damage

Documentation for monthly actual draws will include:

1. monthly financials
2. budget to actual expense report, administrative and TRA
3. Travel and/or training expenses must include documents applicable to the program and costs may not exceed County established travel reimbursements allowed for mileage and food.

Budget is attached here to as Part of Exhibit I. See Exhibits II and III for detail financial reporting requirements.

Article 4: Reports and Records

The Provider must maintain records and data submitted by the referring agencies and Systems, including but not limited to disability status, homelessness, income and support services match.

A complete set of required data can be found on HUD Form 40118 (1/3/93), the Annual Progress Report (APR) for Competitive Homeless Assistance Programs. The Annual Progress Report is due annually to the County OHS sixty days after the end of each operating year.

The provider must maintain the Outcome Management Framework (OMF) system and report on client success with residential stability, increase skills/income, and greater self-determination. OMF quarterly reports must be submitted to the Office of Homeless Services. Fundamentals of the OMF system shall be communicated to the Provider by the County.

The County, the Office of Special Needs Assistance Programs, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, 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 the Provider pertaining to funding provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The 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 Cuyahoga County.

Article 5: Audits

OMB Circulars

- (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contractors and other Agreements with State and Local Governments) and 24 CFR part 85 apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos. A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organization), and A-122 (Cost Principles Applicable to Grants, contracts and other Agreements with Non-profit organizations), except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part.
- (2) The financial management systems used by private non-profit organizations that are subrecipients are subject to the audit requirements of 24 CFR part 45 and A-133 (Audits of States, Local Governments, and Non-Profit Organizations). HUD may perform or require additional audits as it finds necessary or appropriate.

Article 6: Program Changes

HUD must approve, in writing, any significant changes to an approved program. The Provider must notify the County of changes in program implementation, or budget revisions.

Article 7: Nondiscrimination and Equal Opportunity Requirements

While serving a designated population of disabled homeless persons, the Provider must, within the designated population, comply with the following requirements for non-discrimination on the basis of race, color, religion, sex, national origin, age, familial status, and handicap. Use of assistance must comply with the following requirements:

- (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1058-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Program) and implementing regulations issued at 24 CFR part I.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. G6101-07) and implementing regulations

at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

- (3) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17101u) (Economic Opportunities for Low-and Very Low-Income Persons.)
- (4) The requirements of executive Order 11246, (3 CFR 1964-65, Comp., p.339) (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.
- (5) The requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 39) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138 (3 CFR, 1977 Comp., p. 393) (Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Provider must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- (6) The accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of Section 504 of the Rehabilitation Act of 1973, as amended.

Affirmative Outreach.

- (1) If the procedures that The Provider intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the Provider must establish additional procedures that will ensure that interested persons can obtain information concerning the assistance.
- (2) The Provider must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.

Article 8: Displacement & Relocation

- (a) **Minimizing displacement.** Consistent with the other goals and objectives of this part, the Provider must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.
- (b) **Relocation assistance for displaced persons.** A displaced person (defined in 24 CFR 583.310) must be provided relocation assistance at the levels described in,

and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) **Responsibility of recipient.**

- (1) The Provider must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.
- (2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.
- (3) The Provider must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

Article 9: Anti-Lobbying Certification

Recipients of Federal Contracts, grants, and loans are prohibited from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, in accordance with 24 CFR part 87. Applicants, recipients, and subrecipients of assistance exceeding \$100,000 are required to certify that no Federal funds have been or will be spent on lobbying activities in connection with the assistance.

Applicants, recipients, and subrecipients are also required to disclose whether non appropriated funds have been spent or committed for lobbying activities if those activities would be prohibited if paid with appropriated funds. Substantial monetary penalties may be imposed for failure to file the required certification or disclosure.

Article 10: Conflict of Interest

In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision making under 582.300 of this part does not constitute a conflict of interest.

Article 11: 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 the Provider:

- A) Violates any provision of this Agreement or,
- B) Violates any provision of the Housing and Community Development Act of 1992, or title IV of the Stewart B. McKinney Homeless Assistance Act as it pertains to the Shelter Plus Care program; or
- C) Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD has issued or subsequently issues during the period of this Agreement; or
- D) Fails to perform the administrative duties within a timely manner.

The County may also terminate this Agreement and such additional supplemental Agreements in accordance with 24 CFR 85.4 by giving EDEN Thirty (30) days written notice in the event that the Secretary of HUD shall:

- A) Withdraw funds allocated to the County under the SHP grant.

Article 12: 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 13: Insurance

The Provider agrees to purchase and maintain insurance in a standard form policy or policies of insurance, in such amounts as may cover both the Provider and BOCC and its agents, as their interest may appear against claims of public liability, comprehensive general liability and property damage. The Provider agrees to furnish upon request the certificates from the insurance companies with whom it

has contracted for the aforementioned coverage, which certificates shall evidence the fact that such insurance is in full force and effect.

Article 14: Liability

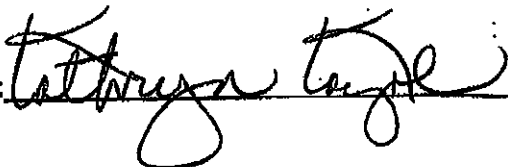
The County shall not be liable hereunder and/or obligated to any third party for the extent of this agreement.

Article 15: 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 the Provider have executed this Agreement.

Emerald Development and Economic Network, Inc.

BY: 

County of Cuyahoga, Ohio

BY: 
Edward FitzGerald, County Executive