

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

**Article 1: Preliminary Recitals**

**Parties**

This Contract made and entered into this      day of      , 2013 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, 2014 and shall terminate on the 31st day of December, 2014.

**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: Insurance**

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

##### **1. Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease;
- \$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

## 2. **Additional Insurance Coverage**

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence  
\$5,000,000 general aggregate  
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;  
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;  
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) **Liquor Liability Insurance** with a limit of liability not less than:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate.

(f) **Aviation Liability Insurance** covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;  
\$10,000,000 aggregate.

(g) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;  
\$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

### **Insurance Coverage Terms and Conditions**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
  - (i) Thirty (30) days prior notice of cancellation or material change;
  - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

### **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**

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

#### **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: Governing Law/Jurisdiction**

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

#### **Article 13: Annual Appropriations**

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract

year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

#### Article 14: 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: Irene Collins  
Irene Collins, Executive Director

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: Ed FitzGerald  
Edward FitzGerald, County Executive  
2014-02-21 17:27:47

**ATTACHMENT I:**

**WORK PROGRAM & BUDGET**

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

**January 1, 2014 - December 31, 2014**



Emerald Development & Economic Network, Inc. (EDEN)  
 Norma Herr Community Women's Shelter  
 Operating Budget - Calendar Year 2014  
 January 1 2014 through December 31, 2014

**Scope of Services**

The Norma Herr Community Women's Shelter serves the Cuyahoga County area, not only as a shelter for women and children, but also as the site for Central Intake

for all of the emergency shelters serving women and children. It is also the location for diversion, prevention, and rapid re-housing assistance designed to facilitate immediate housing placement and to minimize the need for shelter stay for this population.

DEN, Inc. will provide property management services for the Norma Herr Community Women's Center. Services will include maintenance and repairs, staffing and services for custodial and housekeeping, insurance coverage, utility costs, asset management, and groundskeeping.

**PROPERTY EXPENSES**

Pest Control	\$	2,000	
Property Insurance		6,800	Umbrella Policy allocation
Security		-	
<b>Property Expense Total</b>		<b>8,800</b>	

**UTILITIES**

Electricity	32,000
Gas	10,000
Water & Sewer	29,000
<b>Utility Expense Total</b>	<b>71,000</b>

Taxes & Assessments	10,671
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**R & M EXPENSES**

Repairs & Maintenance	11,474	
Maintenance Supplies	22,000	Includes Cleaning & paper supplies
Major Repairs	8,500	Repairs in excess of \$500
Trash Removal	7,550	Allied Waste
Maintenance Payroll	72,720	2 FT Custodians, .5 Maintenance Tech & Supervision
Other Properties Expenses	14,000	Inspections, snow removal, cell phones, locks & key, floor mats, misc supplies
<b>R &amp; M Expense Total</b>	<b>136,244</b>	

<b>\$</b>	<b>226,715</b>
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