

CONTRACT

by and between

_____ County Land Reutilization Corporation

and

Court Community Service

THIS AGREEMENT (the "Contract"), dated and effective __, 20__ (the "Effective Date"), is made and entered into by and between the _____ County Land Reutilization Corporation ("CLRC"), an Ohio non-profit corporation organized under Chapters 1724 and 1702 of the Ohio Revised Code with its principal office at _____, and **Court Community Service, Inc ("CCS")** with principal offices at _____.

WITNESSETH:

WHEREAS, CLRC is in the business of acquiring residential real property located throughout Cuyahoga County, Ohio in various conditions; and

WHEREAS, the CLRC has a present need for **property preservation services** on real property in its inventory; and

WHEREAS, **CCS**, has the ability to provide supervised crews of community service workers to provide **property preservation services** and is willing to enter into a contract based upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CCS** and CLRC agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 **Scope of Agreement.** During the term of this Contract, **CCS** shall provide CLRC with all services on behalf of the CLRC. Said services shall include **property preservation services** as described in Article II Scope of Work.

1.2 **Term.** The initial term of this Contract shall commence as of _____, **20**; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for one **(1) year** from the commencement date. The parties may mutually agree to extend the term of the Contract for an additional (3) month period as they deem necessary

if they do so in writing. The terms of this Contract will be deemed to include such renewal periods.

ARTICLE II - SCOPE OF WORK

2.1 Rendering of Services. **CCS** hereby agrees to render the services referenced in Article 2.1 and described in Exhibit A, when requested by the CLRC or its designee. The aforementioned Exhibit is hereinafter referred to as "Scope of Work" and is attached hereto and incorporated by reference herein.

ARTICLE III - PAYMENT AND INVOICING.

3.1 Payment. During the term of this Contract, CLRC shall pay **CCS** for the services rendered to CCLRC based on the fee schedule described in Exhibit A.

3.2 Invoicing. **CCS** shall invoice CLRC through the Project Manager for Products and Services provided hereunder. Each invoice from **CCS** shall describe the status of the project and such other information as may be reasonably requested by the Project Manager. A copy of each invoice shall be submitted to the Project Manager for review, and said Project Manager shall verify within fourteen (14) calendar days whether the project status indicated on the invoice is accurate and satisfactorily completed, and if so, shall approve the invoice for payment. After approval of each such invoice by the Project Manager, the Project Manager shall deliver such invoice to CLRC and CLRC shall pay the amount(s) set forth in such invoice within thirty (30) days of receipt. **CCS** shall submit original invoice(s) to the Project Manager at:

ARTICLE IV - INDEMNITIES AND LIABILITIES.

4.1 Indemnification. **CCS** shall agree to indemnify and save CLRC harmless from suits or actions of every nature and description brought against CLRC, for or on account of any injuries (including death) to persons or damages to real or tangible property to the extent caused by an act of **CCS**, its servants or agents that arises out of the performance of the service rendered by **CCS** under the Scope of Work attached hereto as Exhibit A.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION.

5.1 Dispute Resolution.

a) In the event of any dispute or disagreement between **CCS** and CLRC, either with respect to the interpretation of any provision of this Contract or with respect to the performance by **CCS** or CCLRC hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will

appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

(b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder.

5.2 Termination Without Cause. Either party may terminate this Contract at any time with ten (10) days prior written notice. **CCS**, however, shall be paid for all services and/or materials provided on or prior to the date of termination for approved services.

5.3 Relationship of Parties. **CCS** is performing pursuant to this Contract only as an independent contractor. **CCS** has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Contract, except as otherwise agreed upon by the parties. Nothing set forth in this Contract shall be construed to create the relationship of principal and agent between **CCS** and CLRC. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or its affiliates or in any manner assume or create any obligation on behalf of, or in the name of the other party or its affiliates.

5.4 Force Majeure. Neither party will be liable to the other party hereunder or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, acts of the government, the other party hereto, or third parties (excluding subcontractors or agents), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

5.5 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via

certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of CLRC:

In the case of CCS:

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

5.6 Severability. If, and only to the extent that, any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted. If the remainder of this Contract is not affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

5.7 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

5.8 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

5.9 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

5.10 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

5.11 Independent Contractor Status. **CCS** shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by **CCS** for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said also agrees to indemnify and save harmless CLRC from such contributions or taxes or liability.

5.12 Assignment and Assumption. Other than to an affiliate, **CCS** shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of CLRC.

5.13 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

5.14 Counterparts. This Contract and/or any documentation contemplated or required in connection herewith may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be considered one and the same document.

IN WITNESS WHEREOF, CCLRC and **CCS** have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

Court Community Service, Inc.
Corporation

_____ County Land Reutilization

By: _____
Name: _____
Title: Executor Director

By: _____
Name: _____
Title: President

EXHIBIT A

Scope of Services

Court Community Service, Inc. (CCS) hereby agrees to perform the following services:

CCS will provide supervised crews of community service workers (non-incarcerated offenders) to cut grass and collect litter and debris from the _____ County Land Reutilization Corporation's properties (CCLRC).

CCS will provide an on-site supervisor who will transport the work crew to and from the work site and coordinate activities with the CLRC staff. The supervisor will remain on site supervising the work crew at all times. CCS will also provide yard maintenance and litter collection equipment including lawn mowers, pickers, safety vests, goggles and work gloves.

CCS shall be responsible for the control, supervision and performance of the non-incarcerated offenders selected to perform grass cutting and litter and debris removal tasks in accordance with this agreement.

CCS will be responsible for the disposal of yard wastes and other collected litter and debris from the work sites.

CCS will assign work crews to provide the services set forth herein on 5 lots designated by the CCLRC two times per month.

Fees for CCS to provide services, supervision, transportation and supplies are as follows:

- \$_____ per month for services on five (5) properties, two (2) times per month
- Total Cost of service from _____ to _____ is not to exceed \$_____.