

RESOLUTION 128-2018

AGENCY AGREEMENT [Cuyahoga County Property Demolition Program]

THIS AGENCY AGREEMENT (this "Agreement") is entered into this 25th day of July, 2018, by and between the Township of Olmsted, Ohio (the "Township"), a political subdivision existing and operating pursuant to the laws of the State of Ohio, with a business address of 26900 Cook Road, Olmsted Township, Ohio 44138, and the Cuyahoga County Land Reutilization Corporation (the "CCLRC"), a corporation authorized by the Ohio General Assembly and organized under Ohio Revised Code Chapter 1724, with a business address of 812 Huron Road E, Suite 800, Cleveland, Ohio 44115.

WHEREAS, the County Council of Cuyahoga County, Ohio has enacted an ordinance that established the Cuyahoga County Property Demolition Program ("Program") that dedicates funding to municipal corporations and townships within Cuyahoga County for the purpose of demolishing vacant, abandoned, and nuisance or blighted property;

WHEREAS, townships located within Cuyahoga County may apply for funding for eligible demolitions from the Program directly or through an authorized agent who will administer the demolitions on behalf of the township;

WHEREAS, the Township and the CCLRC are desirous of entering into this Agreement whereby the CCLRC will act as the agent of the Township under the Program, for (i) the purpose of removing buildings and structures that have been declared insecure, unsafe, structurally defective, or unfit for human habitation pursuant to Ohio Revised Code Section 505.86, as may be amended from time to time, and (ii) the procurement of any other lawful demolition of structures requested by the Township and approved under the Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the Township and the CCLRC hereby agree as follows:

1. **Term.** The term of this Agreement shall be indefinite and may be terminated by either party hereto upon thirty (30) days written notice to the other party.
2. **Agency Relationship.** The CCLRC agrees to act as the agent of the Township under the Program for: (i) the purpose of removing buildings and structures that

have been declared insecure, unsafe, structurally defective, or unfit for human habitation pursuant to Ohio Revised Code Section 505.86, as may be amended from time to time, or (ii) the procurement of any other lawful demolition of structures requested by the Township and approved under the Program, upon the written request of the Township in the form described in Section 4 below, the written acceptance of the CCLRC in the form described in Section 5 below, and the written Notice to Proceed by the Township in the form described in Section 6 below.

3. **Declaration of Nuisance and Notice of Intent to Demolish.** The Township agrees that it shall have the sole responsibility of taking all legal actions necessary to enable the lawful demolition of structures approved for demolition under the Program. This includes, but is not necessarily limited to, declaring the property a public nuisance, providing notice to the applicable parties set forth in Revised Code Section 505.86 in compliance with the provisions of such Section and providing the applicable parties the opportunity to comply with or appeal said notice.
4. **Township's Written Request for Demolition.** From time to time the Township may request that the CCLRC cause the demolition of properties approved for demolition under the Program. The Township's written request for demolition shall contain the following information: (a) the property address; (b) the owner(s) of record; (c) the permanent parcel number; (d) the requested action(s) to be undertaken by the CCLRC; (e) date(s) of issuance of any citations, with copies enclosed; (f) date(s) of any nuisance declaration under official authority of the Township's police powers by the Township's board of trustees or any authorized building official or building department, including any specifications for repair or maintenance, with copy of the resolution or order of condemnation enclosed; (g) statement of compliance with all applicable notice requirements to all parties that have a legal or equitable interest in the parcel as of the date of the Township's written request as reflected in the public record, with copies of certified mail "green cards" enclosed; (h) notice of all resolutions of the Township applicable to the requested action, with copies enclosed; (i) designation of the Township official

responsible for oversight and inspection; and (j) any other information reasonably requested in writing by the CCLRC.

5. **Written Acceptance by CCLRC.** Upon receipt of a written request from the Township as detailed in Section 4 above, the CCLRC shall respond in writing within thirty (30) days of receipt of such written request from the Township indicating their acceptance or rejection of the proposed agency relationship for a specific property/action. Such written acceptance shall designate a CCLRC official responsible for oversight of the action. Although each written request may include multiple properties, each such property shall be deemed a separate request to the CCLRC. As such, some or all of the properties requested for action may be accepted.
6. **Written Notice to Proceed by Township.** Upon receipt of the CCLRC's written acceptance of the nuisance abatement or other demolition request, the Township shall thereafter deliver to the CCLRC a signed Notice to Proceed in the form attached hereto as Exhibit A, which shall serve as the CCLRC's final authorization to begin its work of abating the nuisance as described in the Township's written request delivered in accordance with Section 4 hereof. This Notice to Proceed shall contain, and serve as, a certification by the Township to the CCLRC that the property is approved for demolition under the Program and that the Township owns the Property or it has provided all notices required by and is in compliance with Ohio Revised Code Section 505.86 and/or local resolutions or other applicable law and, as a result, the demolition of the property is an appropriate use of the Township's police powers.
7. **Demolition Contracts.** The CCLRC agrees that all demolition contracts awarded under this Agreement that are wholly or partially funded by the Program shall be competitively bid. The CCLRC further agrees that all demolition contracts and work performed thereunder shall meet or exceed the minimum demolition and property maintenance standards under the Program as established by the Cuyahoga County Department of Development.

8. **Filing Liens.** The Township shall be file a lien against the property that was subject to a demolition in the amount of the total cost of the demolition. The CCLRC shall provide the Township with the total costs of demolition for each parcel demolished under this Agreement.
9. **Program Reporting.** The CCLRC agrees to provide Township and the Cuyahoga County Department of Development timely and accurate data on each parcel and structure for which demolition is requested or performed. The Township agrees that it shall be the Township's responsibility to notify the Cuyahoga County Department of Development when the Township has fulfilled all its obligations under a demolition grant agreement.
10. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the non-assigning party.
11. **Default/Remedies.** In the event of a material default by either party in the performance of its obligations hereunder, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within such thirty (30) day period, the non-defaulting party may terminate this Agreement effective immediately upon receipt of written notice of termination by the defaulting party. In the event of termination, the defaulting party shall have no further rights or obligations under this Agreement; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.
12. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the Parties and any amendment hereto shall be mutually agreed upon in writing by the Parties hereto.
13. **Notices.** All notices which either party hereto may give shall be addressed, in the case of the Township, as follows:

Olmsted Township
Attn: Rebecca Corrigan
26910 Cook Road
Olmsted Township, Ohio 44138-1194

And in the case of the CCLRC, as follows:

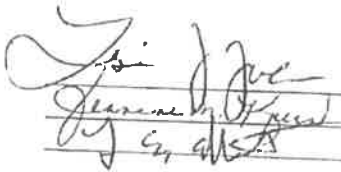
Cuyahoga County Land Reutilization Corporation

Attn: Douglas Sawyer
812 Huron Road E, Suite 800
Cleveland, Ohio 44115

Such notices shall be delivered personally or sent by certified mail, return receipt requested, to the above addresses, or such other addresses as either party may direct in writing.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Olmsted Township, Ohio
Board of Trustees



Date 7-25-2018

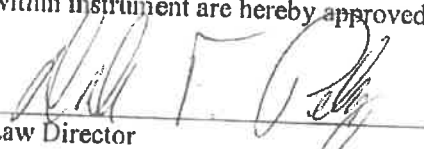
Cuyahoga County Land Reutilization
Corporation



Gus Frangos, President

Date 8-2-18

The legal form and correctness of the
within instrument are hereby approved.



Law Director

By: 7/26/18

