

CITY OF BEDFORD, OHIO

ORDINANCE NO. 025-26

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION ("CCLRC") FOR THE PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE LARGE-SCALE DEMOLITION PROJECT FOR THE FORMER UNIVERSITY HOSPITAL SITE AND DECLARING AN EMERGENCY

WHEREAS, the Administration recommends the City contract with the CCLRC to manage the Brownfield Remediation Program Grant through the Ohio Department of Development in the amount of **Two Million Four Hundred Ninety-Eight Thousand One Hundred Twenty-One Dollars and Zero Cents (\$2,498,121.00)** for the demolition of the site at a cost of fifteen percent (15%) of the total grant amount estimated to be **Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00)**.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bedford, County of Cuyahoga, and the State of Ohio:

Section 1. The Council for the City of Bedford authorizes the City Manager to sign an Agreement between the City of Bedford and the CCLRC pursuant to the terms of the attached agreement.

Section 2. The Council for the City of Bedford authorizes the Finance Director to pay the CCLRC pursuant to the terms of the agreement.

Section 3. That the actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the public peace, health, safety, and welfare of the City of Bedford, Ohio, and to facilitate the development of the property.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

CITY OF BEDFORD, OHIO

ORDINANCE NO. 025-26



Stanley C. Koci, Mayor-President of Council



Tracy M. Simons, CMC, Clerk of Council

Prepared and approved as to legal content by: _____



John J. Montello, Law Director

PASSED: _____

April 6, 2026

FAILED: _____

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (this “Agreement”) is made and entered into on this ___ day of _____, 2026 (the “Effective Date”) by and among the **CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION**, a nonprofit community improvement corporation formed under Ohio Revised Code (“RC”) Chapters 1724 and 1702 (the “Land Bank”), and **The City of Bedford**, an Ohio municipal corporation (the “City”), (and collectively with the Land Bank and City, the “Parties”).

RECITALS

WHEREAS, the Land Bank is an Ohio nonprofit community improvement corporation, exempt from federal income taxation under Section 115(1) of the Internal Revenue Code, organized for the purposes of, among others, (i) facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within Cuyahoga County, Ohio (the “County”) for whose benefit the corporation is organized; and (ii) efficiently holding and managing vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;

WHEREAS, Land Bank submitted the Application to ODOD requesting a grant to fund certain environmental remediation and demolition on the property located at 44 Blaine Ave, Bedford, Ohio 44146 aka PPN: 812-12-001; and the project location will also include portions of PPN: 812-12-007 and PPN: 812-12-013 (collectively “Property”) which are all owned by the City or its affiliated entity and further described as attached to this Agreement as **Exhibit A**;

WHEREAS, Land Bank has been awarded grant funds by the Ohio Department of Development (“ODOD”) under its Brownfield Remediation Program and pursuant to that certain grant agreement dated June 23rd 2025 (the “Grant Agreement”), a copy of which is attached to this Agreement as **Exhibit B**, between Land Bank, as Lead Entity, and the Ohio Department of Development (“ODOD”) to fund certain environmental remediation and demolition work on the Property which is owned by City;

WHEREAS, the City desires to retain the services of a competent and qualified project manager to provide project management services related to the remediation and demolition of the Property; and

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

INCORPORATION OF RECITALS. The foregoing Recitals are hereby incorporated into this Agreement by reference and shall form a part hereof.

1. PURPOSE. This Agreement sets forth the terms under which CCLRC, as Lead Entity, will manage the Brownfield Remediation Program grant awarded by ODOD for the Bedford Hospital

site, as further identified in the scope of work and budget which were submitted with the grant application and are attached hereto as Exhibit B ("Project").

2. COMPLIANCE. The Parties shall comply with all applicable terms and conditions of the FY25 Brownfield Remediation Program Guidelines, the executed grant agreement with ODOD, and relevant sections of the Ohio Revised Code, including but not limited to ORC 122.65, 122.6511, and 4115.03–4115.16 ("Brownfield Program").

3. LAND BANK RESPONSIBILITIES

3.1 Land Bank shall be responsible and perform the general administration of the Project in a manner satisfactory to City, including work needed to complete the Project pursuant to the requirements of the Brownfield Program, by serving as the Lead Entity and award recipient.

3.1 Land Bank shall develop time frames for performance of the Project and agrees to prepare and issue requests for proposals ("RFPs") for environmental consulting and general contracting, in order to ensure compliance with all applicable laws and guidelines.

3.2 Land Bank shall ensure adequate and appropriate staff is allocated for the Project and agrees to oversee project implementation, including coordination, bid evaluation, contract issuance, and general oversight.

3.3 Land Bank shall monitor the performance of the Project and agrees to review and process invoices and payments in accordance with ODOD reimbursement procedures.

3.4 Land Bank shall ensure that all funds are used solely for the stated purpose set forth in the Program, and that all expenditures are supported by contracts, invoices, and other data as required by ODOD reimbursement instructions and agrees to submit all required reports and reimbursement requests to ODOD.

3.5 Land Bank shall ensure that all costs incurred are fully documented and agrees to maintain all project records and documentation as required by ODOD and the Grant Agreement.

3.6 Land Bank shall ensure compliance with Ohio's Prevailing Wage Law for all construction work financed with grant funds.

4. CITY RESPONSIBILITIES

4.1 The City shall provide eligible matching funds as required by the Grant Agreement and program guidelines.

4.2 The City shall participate in bid evaluations and provide recommendations. City input shall be advisory only, the final decisions shall rest solely with Land Bank.

4.3 The City shall provide an initial working capital advance, if needed, to cover initial project costs pending ODOD reimbursement (“Working Capital Advance”). This Working Capital Advance amount shall be determined upon award of the winning bid and calculated based on the anticipated invoice schedule in consideration of the anticipated ODOD reimbursement timing, to ensure timely payment of all invoices.

4.4 The City shall review draft RFPs, contractor selections, and invoice payments. Notwithstanding the City’s participation, the final decisions shall rest solely with Land Bank.

5. CONTRACT ADMINISTRATION AND PROJECT MANAGEMENT FEE

As consideration for Land Bank’s role in the administration of the Grant Agreement and the project management services contained herein, the Land Bank shall receive a total fee equal to Fifteen percent (15%) of the total Grant Amount (“Land Bank Fee”) which shall be withheld as fifteen percent (15%) of all reimbursement payments otherwise due under the Grant Agreement until the fee amount has been satisfied in full.

6. Adherence to State and Federal Laws, Regulations

6.1 General. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Land Bank and its agents shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Property and the activities authorized hereunder and shall obtain all necessary permits as project expenses prior to commencement of the activities authorized hereunder.

6.2 Ethics. Land Bank, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Land Bank understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement.

6.3 Conflict of Interest. Land Bank shall immediately disclose in writing to City any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily, in this Agreement. Land Bank shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to City in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Land Bank and City determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

6.2 Non-Discrimination. Pursuant to R.C. 125.111 and the ODOD’s policy, Land Bank agrees that Land Bank and any person acting on behalf of Land Bank shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Land Bank further agrees that Land Bank

and any person acting on behalf of Land Bank shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

6.3 Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of the Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

6.4 Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

6.5 Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of the Lead Entity or Grantor regarding the Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

7. ENVIRONMENTAL REQUIREMENTS AND RECORDS

Land Bank shall maintain complete and organized records of the chain of custody and control of all samples and waste materials handled, transported and/or disposed of as a result of Land Bank's activities under this Agreement, and Land Bank shall deliver all such records to City in accordance with instructions from City as soon as Land Bank's performance pursuant to this Agreement has been completed or terminated, or upon City's request. Land Bank shall maintain for City copies of all such environmental records prepared or obtained by Land Bank pursuant to this Contract for a minimum of five (5) years after the termination of this Contract. Land Bank agrees to comply with all applicable environmental requirements insofar as they apply to the Project.

8. INDEPENDENT CONTRACTOR. Land Bank is and shall remain for all purposes an independent contractor, and Land Bank shall have no power, nor shall it represent that it has any power, to bind City or to assume or create any obligation, expressed or implied, on behalf of City, unless specifically authorized by this Agreement or otherwise in writing by City.

9. EVENTS OF DEFAULT. Each of the following, without limitation, shall constitute an "Event of Default" by the Land Bank, or City: (i) such party fails to comply with or perform as required by this Agreement; or (ii) any lien is filed against one of the Properties prior to closing because of goods and/or services ordered by such party (unless the party suffering such lien to attach assumes responsibility therefore so as to not cause a title defect to exist or a title insurance

exception to be taken). Notwithstanding anything contained herein to the contrary, no default on the part of a party hereunder shall be deemed to exist until and unless written notice of such default specifying such default in detail is given to such party and such party is given a reasonable time in which to cure the same, which reasonable time shall include the extension, pro tanto, of any time periods established in this Agreement.

10. REMEDIES. In addition to any other remedy set forth in this Agreement, upon the occurrence of any Event of Default as set forth in Section 9 of this Agreement not cured within the applicable period provided for herein, the Land Bank, or City, as the case may be, may elect to exercise any one or more of the following rights and remedies: (i) seek specific performance of this Agreement; or (ii) exercise any and all additional rights or remedies that such party may have at law or equity.

11. INSURANCE.

During the performance of the Project, Land Bank shall maintain (i) comprehensive general liability insurance that names the Land Bank as an additional insured with minimum "personal injury" coverage of One Million Dollars (\$1,000,000) per person up to Two Million Dollars (\$2,000,000) total coverage for bodily injuries to or death of one or more persons as the result of any one accident and One Million Dollars (\$1,000,000) for property damage. The insurance shall be in form and with companies satisfactory to the City and shall not be canceled, terminated or changed except after at least ten (10) days prior written notice to the City. Such insurance shall name the City as an additional insured, and certificates therefore shall be deposited with the City at the commencement of the Project and upon renewals of such policies. Said insurance and additional insured certificates shall be in full force throughout the duration that the Land Bank holds title to any of the Properties.

12. THE LAND BANK'S RIGHT OF ENTRY. During any period that the City holds title to the Property, the Land Bank, and its officers, employees, agents, and contractors shall be entitled to enter areas of the Property held by the City, for any purpose, provided the Land Bank provides the City with reasonable prior written notice thereof (except in the case of emergency when no prior notice shall be required).

13. UTILITIES. City shall be responsible for all utilities furnished to the Property during any period that the City holds title thereto, including any charges for water, electricity, sewer, and gas. Utility costs will be processed as project expenses.

14. NOTICES. Any and all notices, elections, or demands permitted or required to be made under this Agreement shall be made in writing, signed by the party (or its legal counsel) giving such notice, election, or demand, and shall be delivered to the other party at the address set forth below or at such other address as may be supplied in writing by one of the following methods: (a) personal, in hand delivery to the named recipient, with written receipt; (b) registered or certified mail, return receipt requested; (c) reputable overnight delivery service with tracked delivery; or (d) electronic mail, with delivery receipt (and provided an applicable email address

for the recipient party is provided herein). All notices by hand delivery shall be deemed given on actual receipt, notices by certified mail or overnight courier shall be deemed given on first attempt at delivery, and notices by electronic mail shall be deemed given upon confirmation of delivery.

If to Land Bank: Cuyahoga County Land Reutilization Corporation
812 Huron Road East, Suite 800
Cleveland, OH 44115
Attn: Adam Stalder
Email: astalder@cuyahogalandbank.org

with a copy to: Cuyahoga County Land Reutilization Corporation
812 Huron Road East, Suite 800
Cleveland, OH 44115
Attn: Matthew P. Yourkvitch
Email: myourkvitch@cuyahogalandbank.org

If to City: The City of Bedford
165 Center Rd.
Bedford, OH 44146
Attn: Michael Mallis, City Manager
Email: mmallis@bedfordoh.gov

15. MISCELLANEOUS.

15.1 Entire Agreement. This Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein, represents the entire agreement among the Parties with respect to the subject matter hereof. All understandings and agreements, oral or written, previously made between the parties are merged into this Agreement. Time is of the essence in the performance of this Agreement. However, if the date for performance of any act pursuant to this Agreement is not a Business Day, then such act shall be performed on the next succeeding Business Day. In the computation of any period provided for in this Agreement or by law, the day of the act or event from which such period runs shall be excluded, and the last day of such period shall be included, unless it is not a Business Day, in which case the period shall be deemed to run until the end of the next Business Day. The term "Business Day" shall mean all days, except Saturdays, Sundays and all days observed by the Federal Government as legal holidays.

15.2 Assignment. Land Bank shall not, without the City's written consent, assign any of its rights under this Agreement, in whole or in part, without compliance with the application provisions of this Agreement.

15.3 No Waiver by Either Party. No failure by either party to insist upon the strict performance by the other of any provision of this Agreement shall constitute a waiver of the party's right to strict performance.

15.4 Governing Law; Compliance. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Land Bank shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Property and the activities authorized hereunder and shall obtain all necessary permits prior to commencement of the activities authorized hereunder.

15.5 Termination. This Agreement shall remain in effect until the completion of the Project and final reimbursement from ODOD, unless terminated earlier by mutual written agreement. Termination shall not relieve the City of its obligation to pay the administrative fee or provide matching funds.

15.6 Severability. In case any section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

15.7 Counterparts. This Agreement may be signed in any number of counterparts, electronically or otherwise, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

15.8 Authorization. Each of the Parties has taken all actions necessary to approve the transactions described in this Agreement and to authorize the respective signatories below to execute and deliver this Agreement, rendering the same a binding obligation of the Parties, enforceable in accordance with its terms.

15.9 Cooperation. Under this Agreement and without cost to the Land Bank, the City shall allow and cooperate with Land Bank to make or apply for any applications, certifications, variances, licenses, permits and/or seek any and all approvals from local, state or federal governmental agencies for the Project, future operations, environmental regulatory requirements, or other permissions for City to use and operate and the Property.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Land Bank has executed this Agreement as of the Effective Date first written above.

**CUYAHOGA COUNTY LAND
REUTILIZATION CORPORATION**

By: _____

Name: _____

Its: _____

[Land Bank Signature Page to Project Management Agreement]

IN WITNESS WHEREOF, the Owner/City has executed this Agreement as of the Effective Date first written above.

City of Bedford

By: _____

Name: Michael Mallis

Its: City Manager

[City Signature Page to Project Management Agreement]

Exhibit A

Bedford Hospital Project Site



Boundaries of the ~6.97-acre project site. The fenced site to extend north of the Blaine Ave. sidewalks to an east-west line south of the fire hydrants; and extend south to Columbus Rd. and east to Adams St., stopping before the sidewalks. Includes PPN 812-12-001 (ODOD-eligible parcel), most of PPN 812-12-007 (former City Hall and parking), and a small part of PPN 812-12-013. Contains the former 133,065 s.f. Main Hospital Building and 31,112 s.f. Surgical Center for a total 164,177 s.f.

Exhibit B
Grant Agreement



BROWNFIELD REMEDIATION PROGRAM GRANT AGREEMENT

Table with 2 columns: Field Name and Value. Fields include Program Name, Grantee, Address, Beginning Date, Expiration Date, Grant Source, Project Site, and Amount of Award.

This Grant Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- 1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount described within the table of the first page of this Agreement (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in the Application, which is incorporated herein by reference, and as described in Exhibit III attached hereto. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in Exhibit II: Special Conditions, if applicable. Expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in Exhibit I: Reporting, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and within the period set forth in this Agreement or if the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.

2. **Funding Source.** The Brownfield Remediation Program was established in House Bill 33 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and governed by rules promulgated in Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date (the “Term”) set forth within the table located on the first page of this Agreement, unless terminated earlier in accordance with Section 14 of this Agreement. Reporting and refund obligations shall continue in accordance with Sections 1, 6 and 10 of this Agreement as well as the schedules set forth in **Exhibit I** and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application at the Project Site. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final ten percent (10%) of funding until Grantee confirms matching funds are expended.
6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit I: Reporting**.
7. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least five (5) years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related

to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit a grant specific audit report to the Ohio Department of Development, Audit Office, at singleaudit@development.ohio.gov.
 - a. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
 - b. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit I: Reporting**.
10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
 - b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by their submission of each report required by **Exhibit I** that the information reported by Grantee is true, complete, and correct.

11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period.

13. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
 - a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

- b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor or any of its duly authorized representatives, for examination or copying, upon a reasonable request.
- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

14. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Failure to spend matching funds, if applicable.
 - v. Failure of Grantee to satisfy the Special Conditions of Exhibit II, in the manner described therein.

- b. **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

15. **Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly

expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.

- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Liability - Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
19. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have been made available and forthcoming from the appropriate state and/or federal agencies.

20. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest.
22. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws is,

in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Miscellaneous.**
 - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- f. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- g. **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- h. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- i. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. **In the case of Grantor, to:**

Ohio Department of Development
Office of Community Infrastructure
77 South High Street, 26th Floor
Columbus, Ohio 43215-6130
Attn: Deputy Chief

ii. **In the case of Grantee, to:**

Cuyahoga County Land Reutilization Corp
812 Huron Road E, Suite 800 Cleveland, Ohio 44115

EXHIBIT I
Reporting

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. Financial Reimbursement Requests: all financial reimbursement requests must be submitted electronically to the Grantor monthly as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the anticipated uses. The rationale should include supporting documentation for the requested costs.
2. Program Reports: Program reports must be submitted on a quarterly basis. Program reports must be submitted by the close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period.
 - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. Final Report: A final project report must be submitted 15 days after the end of this Agreement.

EXHIBIT II
Special Conditions

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.

EXHIBIT III

Scope of Work/Budget/Grant Application

This Scope of Work contains the activities to be completed by Cuyahoga County Land Reutilization Corp (“**Grantee**”) and incorporates by reference the State of Ohio, Department of Development (“**Grantor**”) Brownfield Remediation Program application, the documents and materials incorporated by reference in Grantor’s application, Grantee’s application to the Brownfield Remediation Program, as approved by Grantor (the “**Application**”), and the documents and materials incorporated by reference in the Application. In the event of a conflict between the term in this Scope of Work and any of the documents incorporated herein, the terms of this Scope of Work take precedence.

Grantee shall complete the Project in the manner described in this Agreement and as further described below:

