

**MUNICIPAL AGENCY AGREEMENT**  
**[Nuisance Abatement - ORC §715.26/261]**

THIS MUNICIPAL AGENCY AGREEMENT (this “*Agreement*”) is entered into this \_\_\_ day of November, 2012, by and between the **City of North Royalton, Ohio** (the “*Municipality*”), a **chartered** municipal corporation existing and operating pursuant to the laws of the State of Ohio, with a business address of 13834 Ridge Road, North Royalton, Ohio 44133, 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 323 W. Lakeside Avenue, Suite 160, Cleveland, Ohio 44113.

**WHEREAS**, Ohio Revised Code Section 715.261(E) permits a municipal corporation to enter into an agreement with a county land reutilization corporation organized under Chapter 1724 of the Revised Code wherein the county land reutilization corporation agrees to act as the agent of the municipal corporation in connection with removing, repairing, securing insecure, or demolishing unsafe, structurally defective, abandoned, deserted, or open and vacant buildings or other structures, making emergency corrections of hazardous conditions, or abating any nuisance, including high weeds, overgrown brush, and trash and debris from vacant lots;

**WHEREAS**, the Municipality and the CCLRC are desirous of entering into this Agreement whereby the CCLRC will act as the agent of the Municipality, upon written request by the Municipality and written acceptance by the CCLRC, for the purposes described in Ohio Revised Code Section 715.261(E), as may be amended from time to time.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations contained herein, the Municipality 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 Municipality for one or more of the purposes described in Ohio Revised Code Section 715.261(E), as may be amended from time to time, upon the written request of the Municipality in the form described in the immediately succeeding Section 3, the written acceptance of the CCLRC in the form described in Section 4 below, and the written Notice to Proceed by the Municipality in the form described in Section 5 below. The CCLRC shall include the provisions set forth in Exhibit B hereto in each contract with each contractor with which it contracts for demolition activities in the Municipality. The

CCLRC shall indemnify, defend (all at CCLRC's sole expense) and hold harmless the Municipality, its public officials and employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the demolition or other activities performed in the Municipality, or the materials furnished or services provided in connection therewith by a Contractor (as defined in any hereinafter defined Demolition Contract) or its agents to the CCLRC under a contract for such demolition between the CCLRC and such Contractor (a "Demolition Contract"). These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of a Contractor, its employees or agents, whether active or passive. The CCLRC shall not be obligated to indemnify and defend the Indemnified Parties for claims found to be due to the sole negligence or willful misconduct of the Indemnified Parties.

- 3. Written Request by Municipality.** The written request by the Municipality 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 by the Council of the Municipality, including any specifications for repair or maintenance, with copy of Resolution enclosed; (g) statement of compliance with all applicable notice requirements to all parties that have a legal or equitable interest in the parcel as reflected in the public record, with copies enclosed; (h) notice of all Codified Ordinances of the Municipality applicable to the requested action, with copies enclosed; (i) designation of Municipal official responsible for oversight and inspection; and (j) any other information reasonably requested in writing by the CCLRC.
- 4. Written Acceptance by CCLRC.** Upon receipt of a written request from the Municipality as detailed in Section 3 above, the CCLRC shall respond in writing within thirty (30) days of receipt of such written request from the Municipality 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.

5. **Written Notice to Proceed by Municipality.** Upon receipt of the CCLRC's written acceptance of the nuisance abatement request, the Municipality 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 Municipality's written request delivered in accordance with Section 3 hereof. This Notice to Proceed shall contain a certification by the Municipality that the Municipality has provided all notices required by and is in compliance with Ohio Revised Code Section 715.26(B) and, as a result, the demolition of the property is an appropriate use of the Municipality's police powers.
6. **Collection of Costs Incurred.** In the event that the CCLRC agrees to act as the Municipality's agent in connection with any purpose described in Ohio Revised Code Section 715.261(E), the Municipality agrees that the total cost of such action(s) may be collected by the CCLRC pursuant to Ohio Revised Code Section 715.261(B). The Municipality further agrees to make no claim to any amount collected by the CCLRC in accordance with any expenditure by the CCLRC in accordance with this Agreement, nor shall CCLRC make any claim against the City.
7. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the non-assigning party.
8. **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.
9. **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.

**10. Notices.** All notices which either party hereto may give shall be addressed, in the case of the Municipality, as follows:

**City of North Royalton**

Attn: \_\_\_\_\_

13834 Ridge Road

North Royalton, Ohio 44133

And in the case of the CCLRC, as follows:

Cuyahoga County Land Reutilization Corporation

Attn: Cheryl Stephens

323 W. Lakeside Avenue, Suite 160

Cleveland, Ohio 44113

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.

City of North Royalton, Ohio

Cuyahoga County Land Reutilization Corporation

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Gus Frangos, President

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
Law Director

By: \_\_\_\_\_



# Notice to Proceed

[Nuisance Abatement – ORC §715.26-.261]

The Cuyahoga County Land Reutilization Corporation (“the CCLRC”), under the authority of Ohio Revised Code Section 715.261(E) and pursuant to the **Municipal Agency Agreement dated November \_\_, 2012** between the CCLRC and the **City of North Royalton, Ohio** (“the Municipality”) is authorized to act as an agent of the Municipality for the purposes described in Ohio Revised Code Section 715.261(E).

The Municipality hereby authorizes and orders the CCLRC to proceed as its agent and cause to be performed the actions requested below (“the Actions”) on the structure located at the address referenced below (“the Property”).

**Requested Action(s):** \_\_\_\_\_

**Property Information:**

Address: \_\_\_\_\_

PPN: \_\_\_\_\_ Structure Type: \_\_\_\_\_

**Owner(s) of Record:**

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Name Address

**Most Recent Condemnation Notice:** (please attach copies of all condemnation notices for the Property)

\_\_\_\_\_  
Date of Issuance Comply by Date Violation Number

**Certification of Compliance:**

In issuing this order to proceed on \_\_\_\_\_, the Municipality certifies that it has provided notice to the applicable parties set forth in Revised Code Section 715.26(B) in compliance with the provisions of such Section and the applicable parties have not successfully appealed or complied with said notice and, as a result, the demolition of the property is an appropriate use of the Municipality’s police powers. The undersigned warrants that he/she has legal authority to execute this notice to proceed on behalf of the Municipality.

**Notice To Proceed Ordered by:**

\_\_\_\_\_  
Print Name Signature

\_\_\_\_\_  
Title Date

**Email or Fax completed and signed forms to:**

Cheryl Stephens  
Director of Acquisitions, Dispositions and Development, Cuyahoga Land Bank  
323 W. Lakeside Avenue, Suite 160, Cleveland OH 44113  
Fax Number: (216) 698-8972  
Email: [cstephens@cuyahogalandbank.org](mailto:cstephens@cuyahogalandbank.org)

## **Exhibit B**

### **INSURANCE AND INDEMNITY PROVISIONS OF CCLRC DEMOLITION CONTRACT**

#### ***INDEMNIFICATION***

As used herein, "Contractor" includes all subcontractors and other parties under any oral or written agreement, purchase order or other instrument between Contractor and any subcontractor for or on behalf of the CCLRC. Any party performing work for or on behalf of the CCLRC regardless of whether such work is pursuant to a written instrument hereby agrees to incorporate the following terms, conditions and provisions into all of its subcontracts.

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (all Contractor's sole expense) and hold harmless the CCLRC and affiliated companies of CCLRC, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct or Contractor, its employees or agents, whether active or passive. Contractor shall not be obligated to indemnify and defend CCLRCs for claims found to be due to the sole negligence or willful misconduct or Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

#### ***INSURANCE***

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Work, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the CCLRC with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the CCLRC as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to CCLRC. The coverage available to the CCLRC, as Additional Insured, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Ohio or authorized to provide such coverage in Ohio and shall be reasonably acceptable to CCLRC. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for the CCLRC for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the CCLRC in relation to the Work. Contractor agrees to maintain the above insurance for the benefit of CCLRC for a period of three (3) years, or the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must give the CCLRC at least 30 days' prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the CCLRC with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of CCLRC as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide the CCLRC with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or subcontractors or sub-subcontractors for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to CCLRC. Coverage shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to CCLRC prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of CCLRC with respect to Losses arising out of or in connection with the Work.