

**DEMOLITION SUBGRANT AGREEMENT**

THIS DEMOLITION SUBGRANT AGREEMENT, dated as of \_\_\_\_\_, 2021 (“Agreement”), is by and between the City of Parma, Ohio (the “City”) and Cuyahoga County Land Reutilization Corporation (the “Land Bank”). The City and the Land Bank are collectively referred to as the “Parties”.

**RECITALS**

WHEREAS, pursuant to Ordinance No. O2014-0014 (the “Ordinance”), the County Council of Cuyahoga County, Ohio established, as set forth in Chapter 807 of the Cuyahoga County Code, the Cuyahoga County Property Demolition Program (the “Program”) to eliminate vacant, abandoned and nuisance or blighted properties in Cuyahoga County;

WHEREAS, pursuant to the Program, CCLRC received a one-time allocation of *Two Million Nine Hundred Fifty-Four Thousand One Hundred Ninety-Nine Dollars (\$2,954,199.00)* (the “Award”) from Program Funds that were previously allocated, but went unspent by their recipients, and therefore were returned to the County under the terms of the Program; and

WHEREAS, the Award will be used by the Land Bank to reimburse the Land Bank for costs of demolition and other approved expense under the Program; and

WHEREAS, CCLRC desires to subgrant to the City, and the City desires to receive from CCLRC, a portion of the Award to reimburse the City for the demolition of the buildings located on permanent parcels numbers 451-20-002 and 451-26-003 (the “Project Site”).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

**AGREEMENT**

1. Agreement. Under the terms and conditions of this Agreement and the Program, CCLRC shall grant up to *Three Hundred Eighty Five Thousand Three Hundred Ninety Dollars (\$385,390.00)*(the “Subgrant”) to the City for the purpose of reimbursing the City for demolition and other eligible expenses incurred by the City in connection with the demolition of the buildings located on the Project Site. CCLRC shall pay the Grant funds to reimburse the City upon the City’s completion of the demolition and the submittal of all requested documents related to the demolition to the CCLRC.
2. Compliance with Program Requirements. The City, as subgrantee, shall fully comply with all requirements for grantees under the Program, including the minimum demolition and maintenance standards as established by Resolution ARB2015-0014, all requirements for the Land Bank as set forth in the Demolition Program Agreement attached to and incorporated into to this Agreement as Exhibit A, and any agreement under the Program between the City and Cuyahoga County.



3. Reporting. The City will provide CCLRC and Cuyahoga County with progress reports if and when requested by CCLRC or Cuyahoga County. The City will make available its key personnel for meeting and telephone calls with CCLRC as CCLRC may reasonably request.
4. Contact Persons. The City and CCLRC will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. Either of the Parties may change its contact person at any time by written notice to the other party.
5. Debarment and Suspension. The City represents and warrants that the City is registered with the Cuyahoga County Agency of Inspector General and has not been debarred or suspended pursuant to Chapter 505 of the Cuyahoga County Code ("Debarment Law"). The City shall not contract with any person in connection with this Agreement that has been debarred or suspended under the Debarment Law.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument
7. Amendments and Supplements. This Agreement may not be amended or supplemented except by a writing executed by both of the Parties.
8. Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Ohio.

Cuyahoga County Land Reutilization Corporation (the Land Bank)

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

Kim Kimlin, Chief Operating Officer

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

Gus Frangos, President and General Counsel

The City of Parma, Ohio (the City)

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_