

**DEMOLITION ASSISTANCE AGREEMENT**

**Ashland County Land Reutilization Corporation.**

This agreement is made and entered into by and between the Village of \_\_\_\_\_, Ohio, (hereafter referred to as the “**Village**”) and **Ashland County Land Reutilization Corporation** located at 1605 Co Rd 1095, Ashland, Ohio 44805 (hereafter referred to as the **Land Bank**), organized and existing under and by virtue of the laws of the State of Ohio.

**WITNESSETH**

**WHEREAS**, it has been determined that it is in the best interest of the Village of \_\_\_\_\_ and its residents to effectively abate hazardous properties ordered to be demolished by the Village Council; and

**WHEREAS**, the Land Bank has been identified as the lead agency for demolition Ashland County; and

**WHEREAS**, pursuant to R.C. 5722.02(0), the Land Bank and the Village may enter into an agreement to facilitate the effective reutilization of nonproductive land situated within the Village’s boundaries, consistent with the procedures set forth in R.C. 5722.02 through 5722.15; and

**WHEREAS**, \_\_\_\_\_ Village Council passed ordinance number \_\_\_\_\_ on \_\_\_\_\_, 20\_\_ authorizing the Mayor and/or Council to enter into an agreement with the Land Bank whereby the Land Bank will act as an agent of the village to effectively abate hazardous and blighted properties ordered to be demolished by the Village of \_\_\_\_\_;

**Now Therefore, in consideration of the mutual covenant contained herein the agree as follows:**

**ARTICLE I: Scope and Purpose**

1. The Land Bank hereby agrees to provide complete demolition services as lead agency for any and all funding received through the Land Bank's normal funding sources.
2. The Land Bank reserves the right to accept or reject any projects based on funds availability and other relevant criteria.
3. The Land Bank hereby agrees that this contract is subject to the conditions as detailed in Attachment B and that the activities described herein will be subject to the laws and regulations of the State of Ohio and the Village of \_\_\_\_\_.

**ARTICLE II: Compensation**

All costs associated with this agreement will be satisfied through the Land Bank's normal funding sources. No matching funds from the Village will be required.

**ARTICLE III: Term.**

This agreement shall become effective \_\_\_\_\_, 20\_\_\_\_ and will remain in effect until \_\_\_\_\_, 20\_\_, with an optional one (1) year extension. This agreement may be terminated upon depletion of Land Bank funds or for cause.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date set forth above.

**Village of \_\_\_\_\_-, Ohio**

**Ashland County Land Reutilization Corp**

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Bill Harvey Date  
Director

## ATTACHMENT A

# Demolition Assistance Services

### PART I - OBJECTIVES

To act on behalf of the Village for the purpose of making application to the Ohio Department of Development's Building Demolition and Site Revitalization Program and to use funds obtained under this program for securing, removing, and demolishing unsafe and defective vacated structures that have been ordered demolished by the Village of \_\_\_\_\_. The service to include correction of hazardous conditions and/or abating any nuisance including high weeds, overgrown brush, and trash and debris on said properties.

### PART II – SCOPE OF WORK

The following is a list of services to be provided by the Land Bank on behalf of the Village of \_\_\_\_\_: All demolition activities will be coordinated through the Village of \_\_\_\_\_'s Safety Service Director, as the primary point of contact between the Parties.

- For properties designated to be demolished by the Village of \_\_\_\_\_ as a public nuisance, the Land Bank will schedule all pre-demolition work necessary to prepare properties for lawful demolition in the Village, including natural gas, electric, water, and sewer utility disconnections; asbestos survey, abatement, and notification in accordance with Ohio EPA and NESHAP rules and regulations; and rodent abatement. Consistent with the practice of the Division of Building Inspection, the Land Bank will complete an application for a Demolition Permit as well as Application for Demolition to the Village, if required, for each property.
- After being notified by the Land Bank that all pre-demolition work has been lawfully completed, the Village will issue a permit (or proceed order) permitting the demolition work to commence. The commencement date for all demolition work undertaken by the Village will be the permit date for that property and the completion date will be no later than forty-five (45) days from the date of commencement.
- When an emergency demolition order is issued by the Chief Building Official of the Village, the Village will provide the Land Bank with a copy of the emergency order and request demolition of the structure.

## ATTACHMENT B

### CONDITIONS

#### 1) General Compliance

Within the course of services provided by the Land Bank under this agreement, the Land Bank agrees to compel and monitor compliance with the requirements of all applicable Federal, state and local laws, regulations and policies governing demolitions in the Village of \_\_\_\_\_.

#### 2) Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or an agency relationship between the parties. The Land Bank shall at all times remain an "Independent Contractor" with respect to the services performed under this Agreement. The Village shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Land Bank is an independent contractor.

#### 3) Indemnification

As an independent contractor, and not as an employee of the Village, in providing services under this agreement and to the extent permitted under applicable law, the Land Bank agrees to hold the Village harmless from any and all liabilities or claims caused by or resulting from the Land Bank's performance of the activities in furtherance of the Project and Scope of Work. To the extent permitted under applicable law The Land Bank will reimburse the Village for any judgments arising from the Land Bank's actions or inactions which may be obtained against the Village, including, but not limited to, judgments for infringements of patents or copyrights. To the extent permitted under applicable law, the Land Bank agrees to reimburse the Village for all costs incurred by the Village in defending any such claims or legal actions if called upon by the Village to do so.

#### 4) Insurance

The Land Bank shall at all times during the tenure of this agreement maintain in full effect general liability insurance policies. All workers' compensation and employers' liability insurance required by applicable Federal and State Law are the responsibility of the Land Bank.

#### 5) Amendments or Modification

Any party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, an amendment shall be

drawn, approved and executed in the same manner as the original agreement.

The Village may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the Village and the Land Bank.

6) Termination

The Village and/or the Land Bank may terminate this Agreement by giving reasonable written notice due to depletion of funds or other valid cause.

7) Program Review & Inspections

All The Land Bank records with respect to any matters covered by this Agreement, to the extent not protected by client confidentiality and work product privilege, shall be available to the Village, their designees or the Federal Government, at any time during normal business hours, as often as the Village deems necessary to examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in reports must be fully cleared by the Land Bank within 30 days after receipt from the Village.

8) Notices

Communication and details concerning this Agreement shall be directed to the following:

**The Village of \_\_\_\_\_**

\_\_\_\_\_  
Mayor  
\_\_\_\_\_, Ohio

( ) \_\_\_\_\_  
\_\_\_\_\_@\_\_\_\_\_

**Ashland County Land Reutilization Corp.**

Bill Harvey  
Land Bank Director  
1605 Co Rd 1095,  
Ashland, Ohio 44805  
(419) 903-0201  
ashlandcountylandbank@gmail.com

ATTACHMENT C

**ASSURANCES and CERTIFICATIONS**

The following assurances will be contained in the Agreement between the Village of \_\_\_\_\_ and the Land Bank.

The Land Bank hereby assures and certifies that:

1. It possesses legal authority to enter into and to execute the proposed Agreement.
- 2.. Its chief executive officer or other officer is authorized to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
- 3.. It will comply with the regulations, policies, guidelines and requirements of the “Common Rule” 24 CFR Part 84, and OMB Circular A-133 as they relate to the application, acceptance, and use of federal funds under this part.
4. It will comply with the Federal Fair Labor Standards Act, 29 USC 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours in excess of the prescribed work-week.
5. The LAND BANK will comply with all requirements imposed by HUD, the State of Ohio and the Village of \_\_\_\_\_ concerning special requirements of law, program requirements, and other administrative requirements.
6. It will comply with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant to (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which applicant receives federal financial assistance and will immediately take any measures necessary to effectuate the aid of federal financial assistance extended to the applicant.
  - b. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant to (24 CFR Part 130 and 41 CFR Part 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all

phases of employment during the performance of federal and federally assisted contracts.

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 7940), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the US Department of Housing and Urban Development.
  
- d. The Age Discrimination Act of 1975 that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving federal financial assistance.
  
- 8. The Land Bank will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Land Bank will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Land Bank will in all solicitations or advertisements for employees placed by or on behalf of the Land Bank, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Land Bank will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Land Bank will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

THE LAND BANK CERTIFIES THAT: To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.		
CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)		
_____	_____	_____
Signature	Title	Date



**ATTACHMENT D**

**NON-LOBBYING CERTIFICATION**

The chief executive officer of the Land Bank certifies, to the best of his/her knowledge and belief, that:

1. no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, grant or cooperative agreement;
2. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions; and
3. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE LAND BANK CERTIFIES THAT:

To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.

CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)

Signature	Title	Date
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ATTACHMENT E

**DRUG FREE WORKPLACE CERTIFICATION**

1. The Land Bank certifies that it will or will continue to abide by the Village of \_\_\_\_\_, Ohio's Drug Free Workplace Policies.
  - a) This Policy prohibits the unlawful manufacture, distribution, dispensing, possession, use or work under the influence of an illegal drug or alcohol as well as the use of any substance that adversely affects safety, productivity, or job performance. The policy also prohibits the use of alcohol while in the performance of work for or on behalf of the Village of \_\_\_\_\_, Ohio
  - b) Under this policy the Land Bank and its employees and sub-contractors are responsible for avoiding the use of and any involvement with illegal drugs; avoiding the unauthorized use of alcohol while on Village premises and/or contracted job sites; controlling the of off-the -job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance
  - c) If the Land Bank, an employee, or sub-contractor thereof, is convicted of a criminal drug offense resulting from a violation occurring during the performance of activities under this proposal, the Village of \_\_\_\_\_ shall be notified in writing within 10 calendar days of the conviction.

<p>THE LAND BANK CERTIFIES THAT: To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.</p> <p>CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)</p> <table style="width: 100%; border: none;"><tr><td style="width: 33%; border: none;">_____</td><td style="width: 33%; border: none;">_____</td><td style="width: 33%; border: none;">_____</td></tr><tr><td style="border: none;">Signature</td><td style="border: none;">Title</td><td style="border: none;">Date</td></tr></table>			_____	_____	_____	Signature	Title	Date
_____	_____	_____						
Signature	Title	Date						

**ATTACHMENT F**

**DEBARMENT, SUSPENSION CERTIFICATION**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15CFR Part 26:

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency.
  - b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against the m for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, the ft, forgery, bribery, falsification or destruction of records, making false statements , or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of the offenses enumerated in paragraph 1b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions terminated for cause or default
  
2. Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal
  
3. It is the policy of the Village of \_\_\_\_\_ to search for debarred or suspended contractors by use of the System for Award Management (SAM) website @ <https://www.sam.gov>.

THE LAND BANK CERTIFIES THAT:

To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.

CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)

_____	_____	_____
Signature	Title	Date

ATTACHMENT G

**CONFLICT OF INTEREST**

No personnel of the Land Bank, any subcontractor of the Land Bank, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, **voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible** or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntary or voluntary, shall immediately disclose his interest to the Village in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Village determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest. the Land Bank warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder and that no persons having such interest shall be employed.

No employees, agents, consultants, elected officials, or other appointed officials of the Land Bank may obtain a financial interest or benefit from a Village assisted activity for themselves or those whom may have family or business ties during their tenure or for one year hereafter.

THE LAND BANK CERTIFIES THAT:

To the best of my knowledge and belief, the recipient will comply with the above assurances as a condition for receiving these funds.

CERTIFYING REPRESENTATIVE: (To be signed by Chief Executive Officer or Designee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date