

SUBRECIPIENT AGREEMENT BETWEEN

—
AND
—

THIS AGREEMENT is made effective as of ___ by and between the ___ ("Lead Entity" and ___, ("Subrecipient") to undertake demolition projects ("Projects") as defined herein pursuant to the **Building Demolition and Site Revitalization Program** ("Program") as approved by the Ohio Department of Development ("Development").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from Development; and

WHEREAS, Lead Entity has retained ___ ("Consultant") to provide general grant administration services for the purposes of this project activity and;

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. SCOPE OF WORK.

A. Activities. Subrecipient has identified eligible Projects within their jurisdiction that are consistent with the provided Program guidelines, Lead Entity application, and Agreement between Development and the Lead Entity, incorporated by reference herein and available at the Lead Entity's office. Descriptions of eligible and ineligible costs are included in **Exhibit A**.

B. Project. Demolition funds may be used for the sole and express purpose of undertaking and completing Projects as described and at the locations outlined in the Scope of Work attached hereto as **Exhibit A**.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for cooperating with Consultant retained by the Lead Entity to provide general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and **Development**.

B. Levels of Accomplishment - Goals and Performance Measures. Pursuant to the Program guidelines, Consultant in partnership with the Subrecipient shall be responsible for ensuring Project progress and reporting such measures as units demolished and waste removal efforts undertaken as specified in the Scope of Work. Subrecipient will work with Consultant to provide timely updates on performance and any expected changes or updates resulting from local conditions to the Lead Entity as requested.

C. Performance Monitoring. Lead Entity will work with the Consultant to monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity and Contractor any requested reporting information as required by Development for reimbursement and in the administration and **review** of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on __ and end on or before __ ("Project Period"). All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program funds. No extensions will be considered.

IV. PAYMENT

Lead Entity shall obligate Program funds for the sole and express purpose of undertaking the Projects described herein within the Subrecipient jurisdiction. Invoices may be submitted monthly if project activities extend for more than one month. A 10% retainage may be held by the Lead Entity until final approval is provided by the Subrecipient and Lead Entity. Upon successful completion of all Project activities, a final inspection shall be completed with the Lead Entity and Subrecipient.

It is expressly agreed and understood that the total amount to be paid by the Lead Entity for activities taking place within the Subrecipient jurisdiction under this Agreement shall not exceed the maximum amount of the Development grant.

Payment of Program Funds to vendors on behalf of the Sub recipient by the Lead Entity shall be made upon the timely submission of invoices from vendors. Consultant will manage the reimbursement process on behalf of the Lead Entity.

Program funds shall be used solely for the stated purposes set forth in the Program guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate. Any income resulting from the performance of activities under this Agreement shall remain with Lead Entity.

Any costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought should be submitted to the Lead Entity for review and payment consideration.

V. NOTICES

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

SUBRECIPIENT:

Name: __

Title: __

Telephone: __

E-mail: __

LEAD ENTITY:

Name: __

Title: __

Telephone: __

E-mail: __

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity and Consultant any information needed to complete reporting as required by Development. Consultant will complete all reporting related to activities required as part of this agreement. Per Program guidelines, the Lead Entity is required by Development to provide quarterly progress reports.

B. Records. Contractor shall maintain all records for activities taking place pursuant to this agreement. Subrecipient shall upon request provide any additional information that may be required to complete reporting as outlined by Development. At the conclusion of the project, Consultant will transfer all records pertaining to these activities to the Lead Entity.

C. Inspections. At any time during normal business hours and upon three days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, any records with respect to matters covered by this Agreement. Subrecipient shall permit Lead Entity to audit, examine, and make copies or transcripts from such records.

VII. GENERAL CONDITIONS**A. Adherence to State and Federal Laws, Regulations**

(1) General. Subrecipient agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement while Program funds are being expended. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, Workers' Compensation premiums, income tax withholding, Social Security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(2) Ethics. Subrecipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest policies and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Subrecipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant funding of activities made pursuant to this Agreement.

(3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient 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 Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity 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.

(4) Non-Discrimination. Pursuant to O.R.C. 125.111 and Development's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient 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. Subrecipient further agrees that Subrecipient and any person acting on behalf of Sub recipient 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.

(5) 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 any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

(6) 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 O.R.C. 3517.13.

(7) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under O.R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. Subcontracts. Subrecipient shall not subcontract with any entities for the performance of activities related to items pursuant to this contract.

C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves 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 to the other.

E. Indemnification. Unless otherwise exempted by law, any Lead Entity and subrecipient shall indemnify and hold harmless the State of Ohio and the Ohio Department of Development, including its agents, officers, and employees against any and all claims, liabilities, and costs for any personal injury or property damage, or other damages that may arise out of or in connection with the Lead Entity's or subrecipient's performance of a contract.

F. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program funds is Substitute House Bill 110 the state budget bill for Fiscal Years 2022 and 2023, and O.R.C. 122.6512. Lead Entity shall have no obligation to advance or pay for activities taking place within the Subrecipient jurisdiction with any funds other than the funds Lead Entity receives from Development for the stated purpose of this project.

G. Termination Procedure

(1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:

(a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

(b) Failure of Subrecipient to provide any information required to produce complete and accurate reports.

(c) Failure of Subrecipient to use the Program funds for the stated purposes in this Agreement.

(d) Use of program funds on any other properties in the Subrecipient jurisdiction without the express written consent of Lead Entity and modification of the original grant agreement with Development.

(2) Effects of Termination. Within 60 days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, activities satisfactorily complete within Subrecipient jurisdictions shall be paid prior to the effective date of termination.

(3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: __

LEAD ENTITY: __

Address:

Address: __

Title:

Title:

Date:

Date:

ATTACHMENT A

Scope of Work

Scope of Work. Each Project location listed below includes activities including, but not limited to, **title search, asbestos inspection** (and abatement if necessary), **demolition of buildings** (including waste removal), and **general site restoration**.

Locations within the Subrecipient jurisdiction where activities up to and including demolition will take place:

- Property 1 - ___
- Property 2 - ___
- Property 3 - ___
- Property 4 - ___

Budget

Item	Grant Funds	Match Funds	Project Item Total
General Administrative Costs	\$	\$	\$
Pre-Demolition Costs	\$	\$	\$
Demolition Costs	\$	\$	\$
Required Post-Demolition Costs	\$	\$	\$
Optional Post-Demolition Costs	\$	\$	\$
Project Totals	\$	\$	\$

A full description of eligible activities including administrative costs, pre-demolition costs, demolition costs, post-demolition costs, and ineligible costs is provided below:

General Administrative Costs **(Not to exceed 10% of total grant)**

- General management and oversight of program
- Technical support services
- Contractor pre-qualification
- Spec-writing and bid preparation
- Evaluation and monitoring
- Invoice processing/payment
- Preparation **of** program disbursement requests
- Report preparation

- Local historic review/assessments (OHPO clearance is not required}
- State audit(s)
- Other expenses approved on a case-by-case basis by Development

Eligible Pre-Demolition Costs

- Acquisition of real estate (no more than 10% of the total request, not to exceed the county auditor property value)
- Initial property inspections/assessments
- Property security costs/board up
- Grass mowing prior to demolition
- Interior and exterior debris removal and disposal (including illegal dumping, junk vehicles, discarded tires, etc.)
- Environmental assessments
- Contract preparation and review by third parties
- Architectural/engineering fees, including cost estimates, bid specifications, and job progress inspections.
- Bid advertisements for vendors
- Other expenses approved on a case-by-case basis by Development.

Eligible Demolition Costs

- Removal and disposal of asbestos
- Removal and disposal of other hazardous materials
- Demolition of buildings including disposal, backfill, compaction
- Clearance of structures and improvements (trees, shrubs, poles, porch piers, patios, fireplaces, fences, barriers, walls, driveways, aprons, service walks, parking lots, light poles, smokestacks, signage, etc.)
- Removal of underground storage tanks and utility services including electrical transformers
- Removal and/or filling/capping of septic systems and wells
- Removal of additional exterior or interior dumping of debris prior to demolition
- Vehicle towing
- Equipment purchases or rentals, such as safety fencing, erosion control silt socks, portlets, etc.
- Saw-cutting adjacent party walls and parging the wall to remain
- Regulatory permit and inspection fees
- Documented, labor, material, or equipment costs
- Relocation of utility structures above ground
- Other expenses approved on a case-by-case basis by Development

Eligible Post-Demolition Costs (Required for each project)

- Site restoration (grading and seeding)
- Public sidewalk, curb or catch basin repair or, if required by local municipality, installation

Eligible Post-demolition Costs
(Optional for each project and capped at \$5,000 per project)

- Greening and improvements (trees, shrubs, flowers, and other landscaping)
- Architectural elements (fencing, signage, benches, and other hardscaping)

Ineligible Costs

- Marketing of project site(s)
- Litigation expenses for legal unrelated to tax foreclosure
- Property taxes
- Property insurance premiums
- Payment of delinquent utility costs
- Post-demo property maintenance including mowing
- Costs incurred prior to the grant period (with the exception of match).