

AGENCY AGREEMENT

THIS AGREEMENT is entered into this ___ day of ____, 20___, by and between the City of, Ohio (the "City"), a chartered municipal corporation existing and operating pursuant to the laws of the State of Ohio, with a business address of _____, _____, Ohio 44___, and the _____ County Land Reutilization Corporation (the "Land Bank"), a corporation authorized by the Ohio General Assembly and organized under Ohio Revised Code Chapter 1724, with a business address of _____, _____, Ohio _____.

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, or securing insecure, 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 City and the _____ Land Bank are desirous of entering into this Agreement whereby the Land Bank will act as the agent of the City, upon written request by the City and written acceptance by the Land Bank, 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 City and the Land Bank 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 Land Bank agrees to act as the agent of the City 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 City in the form described in the immediately succeeding Section 3 and written acceptance of the Cuyahoga Land Bank in the form described in Section 4 below.
3. **Written Request by City.** The written request by the City 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 Land Bank; (e) date(s) of issuance of any citations, with copies enclosed; (f) date(s) of any nuisance declaration by City Council, 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 applicable City of _____ Codified Ordinances applicable to the requested action, with copies enclosed; (i)

designation of City official responsible for oversight and inspection; and
(j) any other information reasonably requested in writing by the
Cuyahoga Land Bank.

4. **Written Acceptance by Land Bank.** Upon receipt of a written request from the City as detailed in Section 3 above, the Land Bank shall respond in writing within thirty (30) days of receipt of such written request from the City indicating their acceptance or rejection of the proposed agency relationship for a specific property/action. Such written acceptance shall designate a Land Bank official responsible for oversight of the action.
5. **Collection of Costs Incurred.** In the event that the Land Bank agrees to act as the City's agent in connection with any purpose described in Ohio Revised Code Section 715.261(E), the City agrees that the total cost of such action(s) may be collected by the Land Bank pursuant to Ohio Revised Code Section 715.261(B). The City further agrees to make no claim to any amount collected by the Land Bank in accordance with any expenditure by the Land Bank in accordance with this Agreement.
6. **Assignment.** This Agreement may not be assigned without the express written consent of the parties hereto.
7. **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.

- 8. 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.

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

And in the case of the Land Bank, as follows:

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 _____, Ohio

County Land Reutilization Corporation

_____, Mayor

_____, President

Date _____

Date _____

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

Law Director

By: _____