

**OHIO DEPARTMENT OF DEVELOPMENT  
BROWNFIELD REMEDIATION PROGRAM  
DEVELOPER AGREEMENT**

This DEVELOPER AGREEMENT is entered into by and between the Summit County Land Reutilization Corporation (“SCLRC”) and \_\_\_\_\_ (“Developer”), hereinafter collectively, the “Parties,” to assess or to undertake cleanup/remediation of brownfields (“Projects”) as approved by the Ohio Department of Development (“ODOD”), and is effective as of the date when this Agreement becomes fully executed by all Parties hereto.

WHEREAS, according to the Program, private and for-profit entities are not able to participate in the Program as subrecipients but are eligible to receive reimbursement through county land reutilization corporations; and

WHEREAS, Developer has submitted a grant application to SCLRC for the purpose of remediation of brownfield sites in regard to a certain real property (“Property”) hereinafter the “Project;” and

WHEREAS the Property is known as:

<b>Property</b>					
<b>OWNER</b>					
<b>PARCEL NUMBER</b>					
<b>ADDRESS</b>					
<b>CITY</b>		<b>STATE</b>	OH	<b>ZIP</b>	

WHEREAS Developer agrees that the Property meets the definition of brownfield as defined in the Program; and

WHEREAS, to comply with the Program guidelines, SCLRC needs access to the Property and permission to conduct the potential works and/or activities (“Assessments or Cleanup/Remediation Activities”) which are mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the foregoing premises, each of which is incorporated herein, and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. SCOPE OF WORK**

- A. Activities. Developer shall conduct all Projects in compliance, and consistent with, the latest version of the Program Guidelines provided by the ODOD, SCLRC’s Application, and any Agreement between ODOD and the SCLRC, each of which are incorporated by reference herein. The latest version of the Program Guidelines currently available online at: <https://development.ohio.gov/community/redevelopment/brownfield-remediation-program>.

- B. Project. Program funds may be used for the sole and express purpose of undertaking and completing Projects, as described in the Scope of Work attached hereto as Exhibit A and in the PACE Document attached hereto as Exhibit B, both incorporated herein, provided, however, that SCRLC shall be entitled to a portion of any General Administrative Costs reimbursed by ODOD, as outlined below in Section IV(B). Developer shall select the specific Project for the Program and shall be responsible for ensuring completion of the Project within its estimated timeline for completion.
- C. Contracts by Developer. Developer may select and enter into agreements with all contractors and/or subcontractors necessary to complete the Project and shall follow all proper procurement procedures and all other federal, state, and local laws pertaining to the procurement and administration of said agreements. Developer ensures that the total cost of the Project does not exceed the estimated cost of the Project submitted on Developer's application to SCRLC.
- D. Contracts by SCLRC. SCLRC may, under further written agreement between the Parties, solicit bids, proposals, and/or quotes from contractors and/or subcontractors to perform environmental assessment, asbestos assessment, remediation, demolition, and other related activities, for the Project on behalf of Developer. If it elects to do so, SCLRC may enter into a Master Pricing Agreement with said contractors and/or subcontractors that will establish the pricing that will be offered to Developer for said work and may provide a listing of said contractors and/or subcontractors to Developer with the agreed-upon pricing. Pursuant to Section 9.48 of the General Provisions of the Ohio Revised Code, Developer may enter into an agreement with any contractor and/or subcontractor that has entered the Master Pricing Agreement, and the SCLRC shall not charge Developer any charge for the right to enter into said agreement.

## II. ASSESSMENTS OR CLEANUP/REMEDIATION ACTIVITIES

The Parties have mutually agreed that the Assessments or Cleanup/Remediation Activities may be conducted on the Property by SCLRC, including their representatives and contractors, which Assessments or Cleanup/Remediation Activities include, but are not limited to the following:

- a) Acquisition of brownfield
- b) Site visits
- c) Photographs or video documentation
- d) Asbestos abatement activities
- e) Demolition activities
- f) Installation or upgrade of minimum infrastructure
- g) Cleanup activities
- h) Remediation activities
- i) Final grading and reclamation of the site.

## III. ACCESS, RELEASE, AND HOLD HARMLESS

- A. Access and Release. Developer, on behalf of itself and its agents, successors, and assigns (collectively, "Releasing Parties"), hereby grant access for the SCLRC to enter the Property and conduct any Assessments or Cleanup/Remediation Activities, and release, waive, and forever

discharge SCLRC and its affiliates, employees, officers, directors, agents, subcontractors, and representatives (collectively, "Released Parties") of and from any and all actions, causes of action, suits, losses, liabilities, rights, obligations, costs, expenses, controversies, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity, which any of such Releasing Parties ever had, now have, or hereafter can, shall, or may have against any of such Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to the Assessments or Cleanup/Remediation Activities on the Parcel and this Agreement.

- B. Hold harmless. The Releasing Parties shall defend, indemnify and hold harmless SCLRC and any and all Released Parties, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from or in connection with the Project, including, but not limited to (i) any bodily injury, death of any person or damage to real or tangible personal property, (ii) breach or non-fulfillment of this Agreement by SCLRC or its employees, subcontractors or other personnel, and (iii) the negligence or more culpable act or omission of SCLRC or its employees, subcontractors or other personnel.

#### IV. SCOPE OF SERVICES

- A. Administration. Developer will be responsible for the administration of the Project in a manner satisfactory to SCLRC and consistent with the standards set forth in the Agreement between SCLRC and the ODOD, and in accordance with the Program Guidelines. Notwithstanding, SCLRC will be responsible for the general administration of the Program, as established in the Agreement between SCLRC and ODOD.
- B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Developer shall be responsible for completing the Project and reporting such information and providing such documentation as may be required by ODOD and/or the SCLRC. Developer shall also provide timeframes for performance to the SCLRC as requested and may be required to submit additional information and documentation, in a timely manner, as may be necessary for the SCLRC to meet its own reporting requires pursuant to the Program Guidelines. Quarterly Reports are due, from the SCLRC to ODOD, by 5:00 p.m. on the second Friday after the end of each quarter. Developer agrees to submit such information and documentation, as requested, in a reasonable and timely manner.
- C. Staffing. Developer shall ensure adequate and appropriate staffing is allocated to the Project. Developer shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. Neither Developer nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of SCLRC, ODOD, or the State of Ohio.
- D. Performance Monitoring. As part of its general administrative responsibilities, SCLRC shall monitor the performance of the Developer. Developer shall provide SCLRC all necessary reporting information as required by the ODOD for reimbursement and in the administration and review of the Program. Substandard performance, as determined by the SCLRC, will constitute

noncompliance with this Agreement. SCLRC shall notify Developer of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time, not less than thirty (30) days after being notified by SCLRC, this Agreement may be terminated by SCLRC and SCLRC may redistribute any funds previously allocated to Developer to other Developers. The parties specifically acknowledge and agree that termination and redistribution of funds in the event of substandard performance is necessary to ensure that funds awarded by the ODOD to the SCLRC are expended and utilized within Summit County to the fullest extent possible.

E. Miscellaneous Matters.

- (1) Demolition Waiver Form. For any Project that is performed as the result of the owner of a property, other than Developer, voluntarily agreeing to the demolition of structures on the property, Developer shall obtain a Demolition Waiver in the form and manner prescribed by the SCLRC.
- (2) Waste Stream Locations. All waste that is the result of any Project shall either be deconstructed and reutilized or shall be transported to a state-approved waste stream facility or location.
- (3) Contractors. For each contractor and/or subcontractor procured by Developer to perform any work on any Project, Developer shall ensure their compliance with any contractor or subcontractor requirements pursuant to any agreement between SCLRC and ODOD and/or the Program Guidelines. Developer may be required to provide copies of all agreements between Developer and any Contractor or Subcontractor. In the event the Developer elects to utilize a contractor and/or subcontractor procured through the SCLRC that is party to a Master Pricing Agreement as set forth in Section I(B), above, the terms of this Section will be satisfied.

V. TIME OF PERFORMANCE

Performance of the Project by Developer may start on the date of the execution of this Agreement, subject to the terms of the Program, and shall be completed within the Project Period defined by ODOD in its Program Guidelines, unless otherwise agreed to by and between the SCLRC and the ODOD in writing. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds. In the event that ODOD and SCLRC do not extend the length of time to generally expend Program funds by all recipients and the Developer fails to expend any part of the Program funds by the end of the Project Period, and the SCLRC believes that Developer cannot, or will not, adequately expend Program Funds, or is otherwise unsatisfied with the performance of Developer, SCLRC may terminate this Agreement, effective immediately, and redistribute or reallocate any funds previously allocated to Developer, to other Developers, if allowable under the Program Guidelines.

VI. PAYMENT

- A. Upon a successful award to the SCLRC by ODOD, the SCLRC shall allocate funds to the Developer, in a total amount not to exceed the total amount of funds requested by Developer for the Project upon which the award of funding from ODOD to SCLRC was based for the Project. Additionally, Developer shall meet and maintain all necessary match requirements, for the Project, set forth by ODOD, by and through its agreements with the SCLRC and the Program Guidelines, such that Developer agrees to provide documentation to the SCLRC of prior eligible match expenses,

contribute, and/or expend the required match funds necessary to secure any awarded amount. The total amount of funding to be contributed or spent by Developer on eligible Program costs shall be referred to, throughout this agreement as "Program Funds." Program Funds shall be expended for the sole and express purpose of completing the Project described herein. It is expressly agreed and understood that the total amount to be disbursed or reimbursed by the SCLRC to the Developer shall not exceed the total amount requested by the Developer for the Project, less the Delegated Administrative Costs retained by the SCLRC. It is also expressly understood that submission of the Project to the SCLRC by Developer for application of grant funding by the SCLRC to ODOD, and the execution of this Agreement, do not guarantee any award of funding to the SCLRC, from ODOD, or the subsequent allocation of funding to Developer from the SCLRC, nor does it guarantee any obligation on behalf of the SCLRC to disburse or reimburse any funds to Developer, for the Project.

- B. As General Administrative Costs, Developer may request a maximum of 10% of its total amount requested, subject to eligibility requirements of the Program Guidelines.
- C. As Delegated Administrative Costs, for being the designated lead entity and therefore providing administrative and management services, SCLRC is entitled to an amount of 3% of Developer's total request regardless of whether Developer has requested any General Administrative Costs as defined in Section IV.B. The Delegated Administrative Costs are due and payable by Developer to SCLRC via SCLRC withholding 3% of Developer's total request from the total of any reimbursement from SCLRC to Developer.
- D. Disbursement or Reimbursement of Program Funds to Developer shall be made upon the timely submission to SCLRC of a Reimbursement/Disbursement Request Report in the form and manner prescribed by the SCLRC. Upon receipt of the same, SCLRC shall request appropriate payments from ODOD, consistent with the agreement between the SCLRC and the ODOD. SCLRC reserves the right to suspend payments should Developer fail to provide any required information, documents, or reports in a timely manner or if Developer fails to meet any other terms and conditions of this Agreement or the Program Guidelines. Payments shall be made to Developer upon receipt of funds from ODOD and upon satisfactory documentation of any required match. SCLRC shall not be liable to Developer for any delay in receiving funds from ODOD.
- E. 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, cancelled checks or other proof of payment, and other information, documents and data that may be reasonably requested. Any Program Income generated from the performance of Developer's obligations under this Agreement shall remain with Developer and be restricted to future demolition, brownfield remediation, neighborhood stabilization activities, or economic development activities, as set forth in the Program Guidelines. If the Program Funds are not expended in accordance with the terms, conditions and the time-period set forth in this Agreement, or the amounts improperly expended or not expended, they shall be returned within thirty (30) days after the expiration or termination of this Agreement. SCLRC may require Projects being completed before any payment to the Developer.
- F. All costs incurred by Developer in the performance of its duties under this Agreement for which disbursement or reimbursement is sought, or substantiating any matching funds requirement, shall be fully documented as set forth herein.

VII. NOTICES

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

DEVELOPER: \_\_\_\_\_

SUMMIT COUNTY LAND REUTILIZATION CORPORATION:

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

Name: Jim Davis

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

Title: Program Director

Telephone: \_\_\_\_\_

Telephone: 330-449-0622

E-mail: \_\_\_\_\_

E-mail: [jjdavis@summitlandbank.org](mailto:jjdavis@summitlandbank.org)

CC: Barbara Biro

Title: Chief Counsel

Telephone: 330-449-0600

E-mail: [bbiro@summitlandbank.org](mailto:bbiro@summitlandbank.org)

VIII. REPORTING AND COMPLIANCE

- A. Reporting Requirements. Developer shall submit to the SCLRC any information, documents, data, or reports as required herein by the SCLRC, ODOD, or by the Program Guidelines.
- B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as SCLRC may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Developer shall make available to SCLRC, for examination, all its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment, contractor and/or subcontractor agreements and any invoices paid related for any Project, accounting and fiscal records adequate to allow the SCLRC, ODOD and or State of Ohio to audit and verify that the Program funds are used for the purposes stated herein and the Program Guidelines and other records and reports as required by the SCLRC to enable it to comply with local, state and federal statutes, rules, and regulations. Developer shall permit SCLRC to audit, examine, and make copies or transcripts from such records. SCLRC, ODOD, and the State of Ohio shall have the right of access to any relevant information, document, information, data, or other records, written or electronic, of the Developer, which are relevant to the Program, to make audits or examinations thereof.
- C. Records. Developer shall maintain all records related to this Agreement, any Project, and the Program, in general, for three (3) years after the SCLRC makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year (3-year) period, Developer shall retain the records until completion of the action and all issues which arise from it or until the end of the three-year (3-year) period, whichever is later.

IX. OWNERSHIP CHANGE NOTIFICATION

Developer shall notify the SCLRC immediately upon the occurrence of any change in ownership and/or title in the Property and the existence of any liens or other encumbrances that are or have been placed on the Property.

X. RESPONSIBILITY

Developer shall be responsible to keep the Property secured from unauthorized entrance until the foregoing Assessments and Cleanup/Remediation Activities are completed and to maintain the Property in a manner consistent with all applicable laws. The Developer acknowledges that any maintenance relating to the Property after the foregoing Assessments and Cleanup/Remediation Activities and payment of all property taxes on the Property are their sole responsibilities.

XI. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

- (1) General. Developer agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds, and to ensure the same of its contractors and/or subcontractors. Without limiting the generality of such obligation, Developer 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 Developer in connection with the Projects. Developer shall comply with all applicable environmental, building, health, zoning, fire, and planning laws, rules, regulations, and codes.
- (2) Contractor and Subcontractor Debarment. Developer shall ensure that no contractors and/or subcontractors are used in the performance of its obligations under this Agreement, and pursuant to the Program, that are listed on the Federal or State debarment list.
- (3) Ethics. Developer, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. The Developer understands that failure to comply with the Ohio ethics and conflict of interest laws is in, and of, itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (4) Conflict of Interest. Developer shall immediately disclose in writing to SCLRC any such person who, prior to or after the execution of this Agreement, acquires a personal interest, voluntarily or involuntarily, in the Program or any of the Projects. Developer 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 SCLRC in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless SCLRC determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (5) Non-Discrimination and Equal Employment Opportunity. Pursuant to Section 125.111 of the Ohio Revised Code, the ODOD's policy, and Section 111.04 of the Codified Ordinances of the County of Summit, Developer agrees that Developer and any person acting on behalf of

Developer shall not discriminate, by reason of race, color, religion, sex, sexual orientation, gender identity, 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. Developer further agrees that Developer and any person acting on behalf of Developer 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, gender identity, age, disability, military status, national origin, or ancestry. Developer will take affirmative action to ensure that applicants and employees are treated without regard to race, color, religion, sex, sexual orientation, gender identity, age, disability, military status, national origin, or ancestry, during the term of any application process and/or employment. The Developer shall incorporate the foregoing requires of this paragraph into its contracts for any of the work prescribed herein and will require all its subcontractors for any part of such work to incorporate such requirement in all such subcontracts.

- (6) Anti-Kickback and Non-Collusion. Any contract between Developer and its contractors and/or subcontractors, or by and between the same, shall include anti-kickback and non-collusion clauses, as required by the Program Guidelines.
- (7) Property Tax Certification and Outstanding Liabilities. Any contract between Developer and its contractors and/or subcontractors, or by and between the same, shall include property tax and outstanding liabilities certifications such that the contracted party certifies that it does not owe, 1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio, 2) any monies to the state or a state agency for the administration or enforcement of any environmental laws of the state, and 3) any other monies to the state, a state agency, or a political subdivision of the state that are past due, whether the amounts owed are being contested in a court of law or not.
- (8) Drug Free Workplace. Any contract between the Developer and its contractors and/or subcontractors, or by and between the same, shall include language that requires the contractors and/or subcontractors to certify that they are enrolled and implemented in Ohio Bureau of Workers' Compensation Drug Free Program, either Drug Free Safety Program, or has adopted and implemented a comparable program.
- (9) Campaign Contribution Limits. Neither the Developer nor any of Developer'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 R.C. 3517.13.
- (10) Public Records. Developer acknowledges that this Agreement and other records in the possession or control of SCLRC and ODOD regarding each Project may be public records under R.C. 149.43 and, therefore, open to public inspection unless a legal exemption applies.
- (11) Equal Employment Opportunity.  
Developer and its contractors and/or subcontractors shall comply with affirmative action and equal employment opportunity requirements of state and federal laws while performing services under this Agreement.

B. Subcontracts. Developer shall bind any contractor and/or subcontractor utilized to complete any



Project to the terms of this Agreement, so far as applicable to the work of the contractor and/or subcontractor and shall not agree to any provision which seeks to bind the SCLRC to terms inconsistent with, or at variance from, this Agreement.

- C. Environmental Requirements. Developer agrees to comply with all applicable federal, state, and local environmental laws, statutes, rules, regulations, or other requirements insofar as they apply to the performance of this Agreement, including, but not limited to, (i) asbestos assessment and remediation for ALL Projects as required by the Ohio EPA or US EPA, and (ii) any lead assessment and remediation.
- D. Liability. Developer shall be liable for negligent acts or omissions, or negligent conduct of Developer, 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. Source and Availability of Funds. The Developer acknowledges that the source of the Program Funds is an appropriation by the Ohio General Assembly. SCLRC shall have no obligation to advance or pay Developer with any funds other than the funds the SCLRC receives from ODOD. Any payments made hereunder are contingent upon the availability and award of Program Funds.
- F. Communications Regarding Program. All media communications, publications, signage, etc. distributed regarding the Program or any of the Projects shall recognize and acknowledge the “Summit County Land Bank” and the “Ohio Department of Development” as partners on the Program and/or Projects.
- G. Termination
  - (1) Termination. SCLRC may immediately terminate this Agreement by giving reasonable written notice of termination, not less than thirty (30) days, to the Developer for any of the following occurrences:
    - a. Failure of Developer to fulfill in a timely and proper manner any of its obligations under this Agreement and/or substandard performance as set forth in Section V(D) of this Agreement.
    - b. Failure of Developer to submit complete and accurate reports.
    - c. Failure of Developer to use the Program Funds for the stated purposes in this Agreement.
  - (2) Effects of Termination. Within sixty (60) days after termination of this Agreement, the Developer shall surrender all reports, information, documents, data, reports, and other materials assembled and prepared pursuant to this Agreement, written or electronic. After receiving written notice of termination, Developer shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Developer shall receive compensation for all activities satisfactorily performed 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 the Developer of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the SCLRC, or ODOD, of any of its rights hereunder.

H. Falsification of Information. Developer affirmatively covenants that it has made no false statements to SCLRC or ODOD in the process of obtaining any funds. If Developer has knowingly made a false statement to SCLRC or ODOD to obtain any funds, Developer shall return all funds immediately pursuant to R.C. 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or political subdivision pursuant to R.C. Section 9.66(C)(1), or from the SCLRC. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor in the first degree, pursuant to R.C. 2931.13(D)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

## XII. 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 verbal 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, contracted, or subcontracted by the Developer without the prior express written consent of the SCLRC.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

E. Authority to Execute. By signing below, each party warrants and represents that it has obtained the proper authority to execute and enter into this Agreement from its legislative authority, if required.

F. Prevailing Wage Rates and Labor Standards. Developer, and all hired contractors and subcontractors will comply with the provisions of ORC Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in construction work financed with grant funds.

G. Public Records. Developer acknowledges that this Agreement and other records in possession or control of ODOD and SCLRC may be public records under R.C. 149.43 and, therefore, open to public inspection unless a legal exemption applies.

H. Headings. Section Headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

- I. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- J. Severability. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.
- K. Construction. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by SCLRC to Developer that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against agents, employees of SCLRC, the Board of SCLRC, ODOD, or the State of Ohio.
- L. Execution Counterparts/PDF. 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. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

[Signature page to follow]

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

DEVELOPER: \_\_\_\_\_

Summit County Land  
Reutilization Corporation

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

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

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

Name: Patrick Bravo

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

Title: Executive Director

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

Address: 400 South Portage Path

\_\_\_\_\_

Akron, OH 44320

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form:

Barbara Biro, Esq.  
Chief Counsel  
Summit County Land  
Reutilization Corporation  
400 South Portage Path  
Akron, OH 44320

EXHIBIT INDEX

Exhibit A – Scope of Work  
Exhibit B – PACE Document

