

RESOLUTION NO. 2024-05

RESOLUTION RENEWING AND AMENDING THE SERVICE AGREEMENT BETWEEN THE HAMILTON COUNTY
LAND REUTILIZATION CORPORATION AND THE PORT OF GREATER CINCINNATI DEVELOPMENT
AUTHORITY

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5722.02 and 1724.04, the Hamilton Board of County Commissioners, Hamilton County, Ohio ("BOCC") established a County Land Reutilization Corporation in order to facilitate the effective reutilization of non-productive land within Hamilton County's ("County") boundaries, and which was formally recognized as an incorporated entity within the State of Ohio on October 4, 2011; and

WHEREAS, the HCLRC Board of Directors was appointed on January 9, 2012 and on February 13, 2012, entered into a service agreement ("Service Agreement") with the Port of Greater Cincinnati Development Authority ("Port Authority") pursuant to Section 3.2 of the Code of Regulations of the HCLRC, to conduct the day to day business and affairs of the corporation and the management and control of its properties; and

WHEREAS, the HCLRC Board previously approved the renewal of the Service Agreement pursuant to Resolutions 2014-07 and 2020-02 for subsequent periods of five years; and

WHEREAS, the HCLRC Board and the Port Authority now intend to amend and renew the Service Agreement for an additional period of five years;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the HCLRC:

Section 1. The Board approves renewal of the Service Agreement between the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority, on terms substantially similar to the existing agreement and amended as shown in the attached Exhibit A, for a renewal period of five years.

Section 2. This Board hereby finds and determines that the Service Agreement furthers the mission of the HCLRC, to remove obstacles to redevelopment and return nonproductive structures to productive use.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 4. This resolution shall be in full force and effect upon its adoption.

Adopted: December 10, 2024

Yeas: 8

Nays: 0


Chairperson

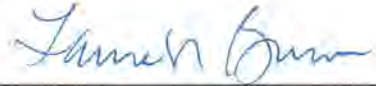
Attest: 
Secretary

EXHIBIT A

Amendment to Agreement

This Amendment to Agreement (the "Amendment"), effective as of the Effective Date (hereinafter defined), is made by and between the **Hamilton County Land Reutilization Corporation**, an Ohio non-profit community improvement corporation organized and existing under Ohio Revised Code Chapters 1724 and 1702 ("HCLRC") and the **Port of Greater Cincinnati Development Authority** ("Port Authority"). HCLRC and the Port Authority may jointly be referred to as the "Parties".

Recitals

WHEREAS, as of _____, the Parties entered into a certain Service Agreement Between the Hamilton County Land Reutilization Corporation and the Port of Greater Cincinnati Development Authority in order to facilitate the effective reutilization of non-productive land within Hamilton County's boundaries, and which was formally recognized as an incorporated entity within the State of Ohio on October 4, 2011 (the "Agreement").

WHEREAS, the Parties wish amend the Agreement in accordance with the terms and conditions set forth herein.

Agreement

THEREFORE, the Parties agree as follows:

1. Recitals and Definitions. The foregoing recitals are incorporated into this Amendment as though fully set forth herein. All capitalized terms not defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Amendments.

a) Section III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT.

Section III of the Agreement shall now include the following sub-section (E):

ADMINISTRATIVE FEES – From time to time the Port Authority may take on additional projects or programs on behalf of the HCLRC for which the HCLRC may be eligible for an administrative fee. In such instances, the HCLRC authorizes the payment of associated management and administrative fees to the Port Authority for its execution and administration of such projects and programs.

b) A new section shall be added following Section V. INSURANCE, HOLD HARMLESS, AND INDEMNIFICATION and preceding Section VI. REPORTS AND INFORMATION. The Agreement shall now include the following section, with all subsequent sections re-numbered accordingly:

SECTION VI. CONFLICTS.

The HCLRC finds that the Port Authority's mission and statutory duties are wholly consistent with and in furtherance of the HCLRC's mission. So that the Port Authority can effectively administer HCLRC funds in service of shared HCLRC and Port Authority objectives, the HCLRC hereby waives any potential conflicts of interest for transactions involving both the HCLRC and the Port Authority so long as the transaction is consistent with the HCLRC's mission and objectives. Notwithstanding the foregoing, the Port Authority shall notify the Chair of the HCLRC Board of Directors of any transaction involving both the Port Authority and the HCLRC that could be reasonably expected to materially impair the operations or effectiveness of the HCLRC, so that the HCLRC may have the opportunity to represent its interests separately from the Port Authority.

3. Continuation of Agreement. Except for the explicit alterations made in this Amendment, the Agreement remains unchanged and in full effect.

[Signature page follows]

Intending to be legally bound, the Parties have entered into this Amendment as of the latest date set forth below (the "Effective Date").

HCLRC:

Hamilton County Land Reutilization Corporation

By: Port of Greater Cincinnati Development Authority
Its: Management Company

By: _____
Jill A. Schiller, Chairperson

Date: _____

PORT AUTHORITY:

Port of Greater Cincinnati Development Authority

By: _____
Laura N. Brunner, President/CEO

Date: _____

**SERVICE AGREEMENT BETWEEN THE HAMILTON COUNTY-LAND
REUTILIZATION CORPORATION AND THE PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

THIS Service Agreement ("Agreement") is made and entered into on this ____ day of _____ 2012, by and between the Hamilton County Land Reutilization Corporation ("HCLRC") and the Port of Greater Cincinnati Development Authority ("Port Authority").

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5722.02 and 1724.04, the Hamilton Board of County Commissioners, Hamilton County, Ohio ("BOCC") has created a County Land Reutilization Corporation in order to facilitate the effective reutilization of non-productive land within Hamilton County's ("County") boundaries, and which was formally recognized as an incorporated entity within the State of Ohio on October 4, 2011; and

WHEREAS, a Board of Directors for the HCLRC ("HCLRC Board") was formally appointed at the first meeting of the HCLRC on January 9, 2012; and

WHEREAS, the HCLRC Board and the BOCC have mutually entered into an Agreement and Plan whereby the HCLRC has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax foreclosed, and other real property in the County; and

WHEREAS, pursuant to ORC 1724.02(O), the HCLRC may enter into agreements to carry out the functions and duties of the office; and

WHEREAS, pursuant to Section 3.2 of the Code of Regulations of the HCLRC, the HCLRC Board may enter into an agreement with a management company to conduct the day to day business and affairs of the corporation and the management and control of its properties; and

WHEREAS, the HCLRC Board desires to enter into this Agreement with the Port Authority to serve as the management company specified in Section 3.2 of the Code of Regulations ("Management Company"); and

WHEREAS, the Port Authority desires to serve as the Management Company; and

WHEREAS, pursuant to ORC 4582.431(A) the Port Authority may enter into agreements for the exercise of its powers under ORC 4582.21 to 4582.59; and

WHEREAS, the activities of the HCLRC advance the objectives and purposes of the Port Authority with respect to economic development and housing;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

SECTION I. SCOPE OF SERVICES

The Port Authority shall serve as the Management Company and shall assist the HCLRC in the administration and execution of the Agreement and Plan entered into with the BOCC. The services to be performed by the Port Authority are more specifically described in the *Scope of Services* attached hereto, marked "Exhibit A", and by this reference made a part hereof ("Services").

The Port Authority shall act as the executive of the HCLRC and will act under the direction of the HCLRC as established by the HCLRC Board through its Code of Regulations, other policies, and specific direction. For example, the HCLRC Board must approve any transaction or contract with a value of \$100,000.00 or more (this amount may vary if the Code of Regulations is amended). The Port Authority shall comply with all policies, directions, and applicable regulations of the HCLRC.

SECTION II. TERM

The Services to be performed by the Port Authority shall commence on February 15, 2012 and shall be completed on or before December 31, 2014. This Agreement may be extended at any time for additional terms of five-year periods in perpetuity upon mutual consent of the parties.

SECTION III. COMPENSATION AND PROCEDURES FOR DISBURSEMENT

- A. GENERAL - The HCLRC agrees to pay to the Port Authority a management fee ("Management Fee") to serve as the Management Company. The amount of the Management Fee will be set annually as part of the HCLRC budget process.
- B. BUDGET - As a part of the annual HCLRC budget process described in the Code of Regulations of the HCLRC, the Port Authority shall submit to the HCLRC a proposal for the amount of the Management Fee for carrying out the Services on behalf of the HCLRC. Port Authority personnel decisions including the hiring of staff, compensation, and job responsibilities, shall remain the sole responsibility of the Port Authority.
- C. PAYMENT - The HCLRC shall pay the Management Fee as approved in the annual budget to the Port Authority in 12 equal payments due and payable on the first day of each month. If this Agreement is not in effect for a full calendar year, the Management Fee shall be paid in equal installments on the first of the remaining months in the year.

Formatted: List Paragraph, No bullets or numbering, Tab stops: Not at 1" + 1.92"
Formatted: Indent: Hanging: 0.5", Tab stops: 1.92", Left + Not at 1.83"

D. WITHHOLDING PAYMENTS - In the event the Port Authority fails to fulfill the terms and conditions of this Agreement, the HCLRC Board may withhold payment as an alternative to termination or cancellation of this Agreement. In such an event, the HCLRC Board will provide written notice to the Port Authority of the reason for such action and of the conditions precedent to the resumption of payment.

B-E. ADMINISTRATIVE FEES – From time to time the Port Authority may take on additional projects or programs on behalf of the HCLRC for which the HCLRC may be eligible for an administrative fee. In such instances, the HCLRC authorizes the payment of associated management and administrative fees to the Port Authority for its execution and administration of such projects and programs.

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Hanging: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1", Tab stops: 1.92", Left + Not at 1.83"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Font: (Default) Times New Roman, 12 pt

SECTION IV. ASSIGNABILITY

The Port Authority shall not assign any interest in this Agreement nor shall it transfer any interest in the same, without prior written consent of the HCLRC Board. However, claims for money due or to become due to the Port Authority from the HCLRC under this Agreement may be assigned to a bank, trust company, or other financial institution. Notice of any such assignment or transfer shall be furnished promptly to the HCLRC Board.

SECTION V. INSURANCE, HOLD HARMLESS, AND INDEMNIFICATION

INSURANCE - Consistent with Section 7.2 of the Code of Regulations, the HCLRC shall procure Directors and Officers insurance in an appropriate amount to cover the actions of the HCLRC Board, the Port Authority and Port Authority staff solely while serving as the Management Company for the HCLRC.

SECTION VI. CONFLICTS

The HCLRC finds that the Port Authority's mission and statutory duties are wholly consistent with and in furtherance of the HCLRC's mission. So that the Port Authority can effectively administer HCLRC funds in service of shared HCLRC and Port Authority objectives, the HCLRC hereby waives any potential conflicts of interest for transactions involving both the HCLRC and the Port Authority so long as the transaction is consistent with the HCLRC's mission and objectives. Notwithstanding the foregoing, the Port Authority shall notify the Chair of the HCLRC Board of Directors of any transaction involving both the Port Authority and the HCLRC that could be reasonably expected to materially impair the operations or effectiveness of the HCLRC, so that the HCLRC may have the opportunity to represent its interests separately from the Port Authority.

SECTION VII. REPORTS AND INFORMATION

The Port Authority grants access to the HCLRC Board or its designee the right to inspect any and all HCLRC records and Port Authority records pertaining to the HCLRC during normal business hours upon at least 48 hours notice.

SECTION VIII. TERMINATION

The HCLRC Board has the right to terminate this Agreement at will for any reason by giving written notice to the Port Authority of such termination and specifying the effective date thereof, at least sixty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Port Authority under this Agreement shall, at the option of the HCLRC Board, become its property and the Port Authority shall be entitled to receive reasonable compensation for any satisfactory Services completed.

Notwithstanding the above, the Port Authority shall not be relieved of liability to the HCLRC for damages sustained by the HCLRC by virtue of any breach of this Agreement by the Port Authority, and the HCLRC Board may withhold any payments to the Port Authority for the purpose of setoff until such time as the exact amount of damages due the HCLRC from the Port Authority is determined.

HCLRC and the Port Authority may mutually agree to terminate this Agreement at any time.

SECTION IXVIII. SEVERABILITY

In the event that any provisions of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions, and each provision of this Agreement shall be and is deemed to be separate and severable from each other provision.

SECTION IX. OHIO LAW

This agreement shall be construed and enforced pursuant to the laws of the State of Ohio.

IN WITNESS WHEREOF, the HCLRC and the Port Authority have executed this Agreement as of the date first above written.

Approved:

Formatted: Font: Bold

Formatted: Font: Bold, Underline

Port of Greater Cincinnati
Development Authority

By: _____
Laura N. Brunner, President/CEO
Chair

Hamilton County Land
Reutilization Corporation

By: _____
Jill A. Schiller~~Greg Hartmann,~~

EXHIBIT "A"

SCOPE OF SERVICES

Pursuant to Section 5722.02 and 1724.04 of the Ohio Revised Code, the Hamilton County Land Reutilization Corporation ("HCLRC") has been created to facilitate the effective reutilization of non-productive land within Hamilton County's boundaries. In order to achieve this goal, the HCLRC has chosen to contract with the Port of Greater Cincinnati Development Authority ("Port Authority") to serve as the Management Company described in Section 3.2 of the HCLRC Code of Regulations to provide executive and administrative services on its behalf. Such Services shall involve carrying out the day to day operations of the HCLRC under the policy direction of its Board. These Services include, but are not restricted to, the following activities and responsibilities:

- A. Coordinate, implement, manage and support the HCLRC's acquisition, holding, disposition, and redevelopment of properties. Specifically:
 - 1. Intake and Assessment
 - Create and administer protocols for evaluating the intake of foreclosed and forfeited properties;
 - Coordinate with political subdivisions in Hamilton County and implement working relationships;
 - Identify and manage the process for property evaluations;
 - Negotiate transfers with REOs and non-foreclosure property owners; and
 - Create and administer protocols for evaluating the intake of properties from REO and non-foreclosure sources.
 - 2. Demolition
 - Create and administer protocols for evaluating and qualifying demolition contractors;
 - Maintain demolition and board-up specifications and permit requirements;
 - Coordinate identification of properties to be demolished;
 - Manage all demolition contracts; and
 - Promote strategic planning and strategic demolition strategies.
 - 3. Field Services
 - Create and administer protocols for evaluating and qualifying field services contractors;
 - Maintain demolition and board-up specifications and permit requirements;
 - Coordinate identification of properties to be field serviced;
 - Manage all field services contracts; and
 - Maintain extensive contact with field services contractors to make sure properties are expeditiously serviced and that all complaints are addressed in an expedited manner.
 - 4. Rehabilitation of Property

- Create and administer protocols for evaluating and qualifying rehabilitation contractors;
- Coordinate identification of properties to be rehabbed;
- Oversee all rehabilitation contracts whether internal to the HCLRC or transfers to qualified rehabbers;
- Negotiate terms, specifications and partnerships with rehabbers on terms desirable for rehabbers and the HCLRC; and
- Manage the process of property evaluations and rehabber compliance;

5. Planning and Development

- Evaluate HCLRC portfolio for development partnerships with other public or private developers, investors and owners;
- Develop and secure project financing through public or private sources;
- Develop strategic partnerships;
- Develop revenue streams for the HCLRC; and
- Work with cities and communities to identify high impact development projects in which the HCLRC can invest, lend or contribute.

- B. On a quarterly basis, and more frequently as requested by the HCLRC Board, provide a written report to the HCLRC Board detailing the operational activities of the HCLRC including, but not limited to, property acquisition, maintenance and demolition activities, and property dispositions.
- C. On a quarterly basis, and more frequently as requested by the HCLRC Board, provide regular financial reports to the HCLRC Board detailing expenditures since the last report, year-to-date expenditures, and a comparison versus the approved budget.
- D. Prepare the annual budget of the HCLRC in a manner consistent with the Code of Regulations for consideration by the HCLRC Board.
- E. Oversee all financial functions including those necessary for accounting, auditing, budgeting, financial analysis, capital asset and property management in accordance with generally accepted accounting principles and HCLRC policies and procedures.
- F. Prepare or arrange for the preparation of the financial report required to be filed with the Auditor of State under ORC 1724.05. The financial report shall be submitted to the HCLRC Board as per Section 4.3 of the Code of Regulations.
- G. Ensure the smooth functioning of the HCLRC Board including preparing meeting announcements, agendas, and minutes and regularly communicating with HCLRC Board members in the manner and frequency requested by the HCLRC Board.
- H. Organize and maintain the public records of the HCLRC.

- I. Manage all grants and contracts including negotiating agreement terms that reflect the needs of HCLRC; coordinate with legal advisors to finalize agreement terms; monitor progress of agreements and maintain agreement documentation to ensure fulfillment of agreement terms including receipt and expenditure of funds.
- J. Assist in the development of current and long-term organizational goals and objectives as well as policies and procedures for HCLRC operations. Establish plans to achieve goals set by the HCLRC Board and implement policies, subject to approval by the HCLRC Board.
- K. Develop, implement, and raise funds for new and continuing programs and activities.
- L. Conduct community outreach, including the development of programs with municipalities, Community Development Corporations, and other county agencies.
- M. Analyze and evaluate vendor services, particularly for legal, insurance, and management of HCLRC funds, to determine programs and providers that best meet the needs of the HCLRC and make recommendations to the HCLRC Board, as appropriate; negotiate or oversee negotiation of services, terms and premiums and execute contracts with supply and service vendors, auditors and consultants.
- N. Provide management and supervision of all programs developed for the HCLRC related to occupied properties and unoccupied properties that are suitable for alternative dispositions including rental, lease-option and land contract. Provide management services for all occupied properties such as lease negotiation and oversight of contractual services for custodial, security, maintenance and other related services. Write and develop programs responsive to the need to creatively put vacant land to productive use.
- H. While under the term of this Agreement, performance of duties assigned to and associated with the Management Company, Executive Director, and other Officers as detailed in Article VI of the HCLRC Code of Regulations.