

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

**1
RESOLUTION NO. 18-956**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 30, 2018:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 30, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**2
PUBLIC COMMENT**

**3
ELECTED OFFICIAL COMMENT**

**4
RESOLUTION NO. 18-957**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0905:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0905 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Bonded	Water Rec Chlorine and Carbon	66211912-5290	\$10,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1804847	XYLEM WATER SOLUTIONS USA INC	REPLACE SUBMERSIBLE RAW PUMP AT OECC	66211903 - 5450	\$ 39,794.18
R1804848	SIEMENS INDUSTRY INC	THROUGH 3 AT ALUM CREEK	66211904 - 5260	\$ 32,096.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**5
RESOLUTION NO. 18-958**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

The Regional Sewer District is requesting that Liz Buening, Nate Givens, Scott Salyer, Chris Schellhase, and Kelly Thiel attend a 2018 Top Gun Construction Claims Seminar in Dublin, OH on October 11, 2018 at a total cost of \$995.00 from fund 66211902.

The Code Compliance Department is requesting that Bill Johnson, Greg Miller and Ed Squires attend a COCOA 2018 International Residential Code Significant Changes class in Dublin, Ohio at no cost.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

WINDING CREEK ESTATES SEC. 4**6****RESOLUTION NO. 18-959**

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE WINDING CREEK ESTATES SEC. 4 DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, with Resolution No. 17-797, the Delaware County Commissioners established a drainage maintenance account (#1715) and approved the permanent drainage maintenance easement for the Winding Creek Estates Sec. 4 Drainage Project; and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined; and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 3.224%;

THEREFORE BE IT RESOLVED that the Delaware County Commissioners approve the final schedule of construction assessments for the Winding Creek Estates Sec. 4 Drainage Improvement Project (copy available in the Commissioners' Office until no longer of administrative value);

FURTHER BE IT RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments with the interest rates for the assessments and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments (copy available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

THE SCOTT #604 LATERAL #2**7****RESOLUTION NO. 18-960**

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE SCOTT #604 LATERAL #2 DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, with Resolution No.18-816, the Delaware County Commissioners established a drainage maintenance account (#1811) and approved the permanent drainage maintenance easement for the Scott #604 Lateral #2 Drainage Project; and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined; and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 3.224%;

THEREFORE BE IT RESOLVED that the Delaware County Commissioners approve the final schedule of construction assessments for the Scott #604 Lateral #2 Drainage Improvement Project (copy available in the Commissioners' Office until no longer of administrative value);

FURTHER BE IT RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments with the interest rates for the assessments and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments (copy available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

HAVEN'S 503**8****RESOLUTION NO. 18-961**

IN THE MATTER OF APPROVING THE FINAL SCHEDULE OF CONSTRUCTION ASSESSMENTS FOR THE HAVEN'S 503 DRAINAGE IMPROVEMENT PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, with Resolution No. 18-886, the Delaware County Commissioners established a drainage

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

maintenance account (#1814) and approved the permanent drainage maintenance easement for the Haven's 503 Drainage Project; and

WHEREAS, the final schedule of construction assessments was to be approved after the bond was issued and the interest rates were determined; and

WHEREAS, the interest rate of the bond for the borrowing of the money is approximately 3.224%;

THEREFORE BE IT RESOLVED that the Delaware County Commissioners approve the final schedule of construction assessments for the Haven's 503 Drainage Improvement Project (copy available in the Commissioners' Office until no longer of administrative value);

FURTHER BE IT RESOLVED that the Commissioners' Office will supply to the Auditor's Office the final schedule of construction assessments with the interest rates for the assessments and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay their assessments with the interest rate on the installments (copy available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

9

RESOLUTION NO. 18-962

IN THE MATTER OF APPROVING AN ADDENDUM TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP RELATIVE TO THE PROVISION OF INFORMATION TECHNOLOGY SERVICES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Delaware County Auditor recommends an addendum to the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Board of Township Trustees of Orange Township, relative to the provision of information technology services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the addendum to the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Board of Township Trustees of Orange Township, relative to the provision of information technology services:

ADDENDUM TO INTERGOVERNMENTAL COOPERATION AGREEMENT.

WHEREAS, the Township has authority to equip its Township Hall and offices for use; and

WHEREAS, the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners (collectively, the "County") and the Board of Township Trustees of Orange Township, Delaware County, Ohio ("Township"), have previously entered into an Intergovernmental Cooperation Agreement for the support of Orange Township IT services ("Agreement"), effective the 23rd day of October, 2017 and authorized by the County in its Resolution No. 17-1224 and by the Township in its Resolution No. 17-380; and

WHEREAS, the Township fully supports the Delaware County Automatic Data Processing Board, its director and staff and has no concerns, misgivings or reservations concerning the same in providing services to the Township under the terms of the Agreement; and

WHEREAS, the County and Township desire that the Delaware County Automatic Data Processing Board, its director and staff continue to provide electronic data processing services to the Township offices that are directly administered by the Township; and

WHEREAS, any electronic data processing services necessary to accommodate the needs of the office of the Township Fiscal Officer, as separately determined by the Township, will be pursued under a separate contract with the chosen provider, which shall be as selected by the Township;

NOW THEREFORE, with receipt of sufficient consideration being acknowledged by both parties, the County and the Township enter into this Addendum to Intergovernmental Cooperation Agreement ("Addendum"), modifying the Agreement and providing as follows:

1. The Delaware County Automatic Data Processing Board, its director and staff will continue to provide electronic data processing services to the Township offices that are directly administered by the Township;

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

2. The electronic data processing services to be provided by the Delaware County Automatic Data Processing Board shall be limited to the Township offices that are directly administered by the Township;

3. Henceforth, the Township Administrator shall be the Township's primary contact for all communications and interactions with the Delaware County Automatic Data Processing Board, its director and staff for all specialized technical support and data processing services that are not considered to be routine maintenance or Help Desk support.

4. By entering into this Addendum, the Township authorizes the Delaware County Automatic Data Processing Board, its director and staff to perform any and all actions, which in his/their professional judgement, are necessary to provide the services contemplated under the terms of this agreement.

5. Paragraph 5.3 (b) of the original agreement is hereby amended as follows:

If the County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Administrator (or his designee) as the Respondent designated by the Township to be responsible for replies to requests for public records of the Township. The County will then immediately forward the request to the Township Administrator (or his designee) and advise them as to the circumstances of the request and its receipt.

6. Paragraph 5.3 (c) of the original agreement is hereby amended as follows:

The County will provide technical assistance to the Township, as requested by the Township Administrator, in compiling and delivering Township data responsive to a public records request.

7. This Addendum shall take immediate effect upon approval by County and Township. Further, the term of the Agreement, as modified by this Addendum, shall continue in full force and effect for one (1) year from the date of such approval, whereupon the Parties mutually agree to review it for consideration of renewal. The Agreement and/or this Addendum may only be amended in writing with the mutual consent and agreement of the County and Township.

8. Either County or Township may terminate the Agreement upon providing thirty days written notice to the other party.

9. All other terms, conditions, liabilities, rights, responsibilities and provisions of the Agreement not changed herein shall continue unchanged and in full force and effect.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

10

RESOLUTION NO. 18-963

IN THE MATTER OF APPROVING AND AUTHORIZING EXECUTION OF DOCUMENTS FOR THE NATIONAL CYBERSECURITY & COMMUNICATIONS INTEGRATION CENTER U.S. DEPARTMENT OF HOMELAND SECURITY TO ASSIST THE DELAWARE COUNTY BOARD OF ELECTIONS IN COMPLYING WITH THE DIRECTIVE FROM THE OHIO SECRETARY OF STATE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Delaware County Board of Elections received a directive from the Ohio Secretary of State directing it to perform a "phishing campaign," as well as a "vulnerability assessment" of its network; and

WHEREAS, these actions are to be performed by the National Cybersecurity & Communications Integration Center Department of Homeland Security; and

WHEREAS, Steve Lewis, Director of Information Technology, Delaware County Auditor's Office, has contacted the National Cybersecurity & Communications Integration Center U.S. Department of Homeland Security to assist the Delaware County Board of Elections in complying with the directive from the Ohio Secretary of State; and

WHEREAS, to move forward with compliance, the acceptance letter for Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems must be completed by Delaware County and sent to the National Cybersecurity & Communications Integration Center (NCCIC) of the Department Of Homeland Security (DHS), under authority of the Homeland Security Act (6 U.S.C. § 101 *et seq.*); and

WHEREAS, a Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security and Delaware County must name a contact and be executed; and

WHEREAS, all National Cybersecurity & Communications Integration Center services are provided at no

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

cost; and

WHEREAS, the Delaware County Board of Commissioners desires uninterrupted compliance with the directive from the Ohio Secretary of State and actions by the National Cybersecurity & Communications Integration Center Department of Homeland Security for these National Cybersecurity & Communications Integration Center assessment services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves the Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems letter and the Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security And Delaware County.

Section 2. The Board hereby authorizes Steve Lewis, Director of Information Technology, Delaware County Auditor’s Office, to execute the documents approved in Section 1, and any other administrative documents pertaining thereto, and to act as the point of contact for Delaware County in compliance with the Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems letter and the Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security And Delaware County.

(Copies of the Cyber Hygiene Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems letter and the Risk and Vulnerability Assessment Rules of Engagement between the U.S. Department of Homeland Security and Delaware County are available in the Commissioners’ Office until no longer of administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

11

RESOLUTION NO. 18-964

IN THE MATTER OF RECOGNIZING SEPTEMBER 2018 AS NATIONAL PREPAREDNESS MONTH IN DELAWARE COUNTY:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, National Preparedness Month is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to prepare for emergencies in their homes, businesses, and schools; and

WHEREAS, this event aims to increase public awareness concerning the importance of preparing for emergencies and to persuade individuals to take action; and

WHEREAS, during the month of September, the Delaware County Office of Homeland Security and Emergency Management (EMA) will urge residents to plan for, and take appropriate measures to make themselves and their families better prepared for emergencies; and

WHEREAS, being prepared includes having food, water and necessary medicines in your home to allow you and your family to survive for at least three days in the event of an emergency, addressing and planning for emergencies such as ice storms, dam inundation or hazardous material incidents that may cause residents to evacuate or shelter-in-place; and

WHEREAS, familiarizing themselves and their families with the best way to receive communications in an emergency, mitigate situations around their homes, and general preparedness; and

WHEREAS, the Delaware County Emergency Management promotes emergency preparedness year round by working with partner agencies, maintaining Delaware County’s “Storm Ready” certification from the National Weather Service using traditional and social media to reach out to the community; and

WHEREAS, the Board of County Commissioners would like to officially recognize the Delaware County Office of Homeland Security and Emergency Management (EMA) and its community partners in law enforcement, fire service, 9-1-1, EMS and the many other volunteer and civic organizations that routinely offer their services to our community;

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Delaware County, Ohio, that the month of September 2018 be designated as

NATIONAL PREPAREDNESS MONTH

in Delaware County.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

12

RESOLUTION NO. 18-965

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Director of Delaware County EMA recommends approval of a New Organization Key and Supplemental Appropriations; and

WHEREAS, Delaware County EMA has received grant funding (Pre-Disaster Mitigation (PDM)) from the Ohio Emergency Management Agency (OEMA) for the update of the Delaware County Multi-Hazard Mitigation Plan; and

WHEREAS, mitigation planning seeks to identify threats and hazards posed to a county and ways of reducing or eliminating the impacts from those threats and hazards; and

WHEREAS, having a FEMA approved and locally adopted mitigation plan enables a jurisdiction covered by the plan to seek further mitigation funding following disasters;

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approves a new organization key and supplemental appropriations for Delaware County EMA:

New Organization Key
21581305 FY17 PDM GRANT

Supplemental Appropriations		Amount
21581305-5001	FY17 PDM GRANT /Compensation	\$7,000.00
21581305-5120	FY17 PDM GRANT /PERS	\$985.00
21581305-5131	FY17 PDM GRANT /Medicare	\$102.00
21581305-5102	FY17 PDM GRANT /Workers Comp	\$72.00

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

13

RESOLUTION NO. 18-966

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION, SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Transfer of Appropriation		
From	To	
40411414-5450 Courts Building/Capital Equipment	40411414-5260 Courts Building/Inventoried Equipment	5,035.05

Supplemental Appropriation		
42011438-5410	Capital Improvements Reserve/Building and Improvements	450,000.00
29811182-5801	Medicaid Local Sales Tax/Interfund Cash Transfers	136,207.91

Transfer of Funds		
From	To	
29811182-5801 Medicaid Local Sales Tax/Interfund Cash Transfers	10011102-4601 Commissioners General/Interfund Revenues	136,207.91

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

15

RESOLUTION NO. 18-967

IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF HEALTH CONTRACT UNIT TUBERCULOSIS FUNDING AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HEALTH ("ODH") AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

**OHIO DEPARTMENT OF HEALTH
TUBERCULOSIS FUNDING AGREEMENT**

This Agreement is between
Ohio Department of Health (“ODH”)
Infectious Disease Bureaus, Tuberculosis- Healthcare Associated Infections Program
Sarah Mitchell, Program Manager (“ODH Agreement Manager”)
246 N. High Street
Columbus, Ohio 43215
614-387-0652
sarah.mitchell@odh.ohio.gov

AND

Delaware County Board of Commissioners (“Provider or County Commissioner”)
Gary Merrell, President, County Commissioner (“Authorized Representative”)
101 N Sandusky St
Delaware, Ohio 43015
740-833-2100
gmerrell@co.delaware.oh.us

Vendor OAKS #0000056163-36

For the purpose of this Agreement, the term “Party” or “Parties” may be used to refer to either ODH and/or Provider/County Commissioner individually or collectively. In order to be valid, this Agreement must be signed by Provider and returned along with required attachments (see §5) to ODH, ATTN: Carol Cook, Contract Unit, 246 North High Street, Columbus, Ohio 43215, within fourteen (14) days of receipt at the above address.

1. **PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS") and Centers for Disease Control and Prevention ("CDC") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
2. **REQUIRED QUALIFICATIONS.** Provider must be an office of an Ohio County Commissioner.
3. **CONTRACT TERM.** Subject to §6 and other terms and conditions specified in this Agreement:

3.1. “Agreement Beginning Date” shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

7/1/2018

3.2. “Agreement Ending Date” shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2018

3.3. “Agreement Period” shall be defined as the time between the “Agreement Beginning Date” and “Agreement Ending Date” unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. **AGREEMENT FUNDING.**

4.1. “Agreement Funding Source” shall be defined as:

National Center for HIV, Viral Hepatitis, STDs Prevention (PS) Cooperative Agreement Grant No. DOHF13P19A (\$430,079.00)

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

4.2. Federal Notice of Award Number:	5 NU52PS00470304
4.3. CFDA Number:	93.116
4.4. Ohio Statute Authorizing Administration of the Program:	O.R.C. 3701.04(A)(4) & 3701.146; HIPAA 45 CFR Parts 160 & 164 (covered entities may disclose PHI to public health authorities) 42 U.S.C. 247b(1)(2) and 247b-6 as amended

5. ATTACHMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Provider affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Reimbursement terms in §7 below, and by the Agreement Terms and Conditions in §8 below;

If Provider is not currently a registered vendor with the State of Ohio, Provider must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;

Provider must complete and submit with this Agreement a Standard Affirmation and Disclosure attached and marked Attachment A;

Provider certifies its non-profit status and authority to do business in Ohio; and,

Provider must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement.

6. DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Louvern Asante, Specialist (GMS)
 Centers for Disease Control and
 Prevention Infectious Disease Services
 Branch
 2920 Brandywine Road, M/S
 E-15 Atlanta, GA 30341
 Telephone: 770-488-
 2835 Email:
LHA5@cdc.gov

AND

U.S. Department of Health and Human
 Services Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake
 Coordinator 330 Independence Avenue, SW
 Cohen Building, Room
 5527 Washington, DC
 20201
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line)
 or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

7. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	Scope of Work and/or Deliverables (Due Date and Compensation only noted if Applicable or Required)	Due Date	Compensation
	During the Agreement Period, County Commissioner and ODH agree to the following:		
7.1.	<p>County Commissioner shall offset the cost of public health activities associated with reporting, investigation and case management of tuberculosis patients.</p> <p>Provider must meet the following criteria to receive payment:</p> <ol style="list-style-type: none"> 1. Anti - TB drug regimen must meet ATS/CDC treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities; 2. Directly observed therapy ("DOT") must be performed and documented according to dosing and intervals that are consistent with ATS/CDC guidelines; 3. HIV status should be documented as negative, positive or refused; 4. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversation occurred within 60 days of treatment initiation. 5. Records for TB patients eligible for payment should be reviewed in the Ohio Disease Reporting System ("ODRS") for data completeness and accuracy and a list with the total number of eligible patients and corresponding ODRS numbers needs to be created. 	12/31/2018	
7.2.	<p>County Commissioner shall submit a budget or expense report related to the costs of the work related with this Agreement, and Invoice. Mandatory requirements on Invoice:</p> <ol style="list-style-type: none"> 1. Time Period within which work was performed. 2. List of all served (treated) cases with ODRS numbers. 3. Total number of cases served (treated). Invoice example is attached to the Agreement. 	12/31/2018	\$4096.00 per TB case meeting treatment standards

TOTAL AGREEMENT AMOUNT

Not to Exceed \$4,096.00

8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Provider agrees to perform, and ODH agrees to pay Provider, in accordance with §7 and the terms of this Agreement.
- 8.2. Compensation. Compensation for each individual treatment case, as indicated in §7, includes the cost for all services, travel, or any other expenses that Provider may incur as a result of Provider's performance of this Agreement. There shall be no compensation for other incidental costs.
 - 8.2.1. The Office of County Commissioner shall monitor the work under this Agreement.
 - 8.2.2. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
 - 8.2.3. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.

- 8.2.4. Funds Availability. Provider understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will compensate multiple Providers under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
- 8.2.5. ODH will not compensate Provider for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met ODH will not compensate Provider for any work performed after the Agreement Ending Date, as applicable.
- 8.2.6. Invoices. Provider shall invoice ODH in accordance with §7 for work or services Provider provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Provider within forty-five (45) days of receipt of a valid invoice for the amount of payment due. ODH shall return any invalid or incomplete invoice to Provider within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Provider no later than thirty (30) days after the end of the Agreement Period.
- 6.2.6.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Provider by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Provider is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/sectionpages/electroniccommerce/>.
- 8.2.7. Provider shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Provider for the purpose of assisting Provider's performance.
- 8.2.8. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Provider concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Provider shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Provider.
- 8.3. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Provider. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Provider if ODH discovers any illegal conduct on the part of Provider; discovers a violation of this Agreement regarding Conflict of Interest and Ethics Laws; discovers a violation regarding a Drug Free Workplace; is subject to a loss of funding as specified in §8.2.4; discovers that Provider or any of its sub-contractors has performed any services under this Agreement outside the United States and is not in compliance with Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" in §8.11; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Provider. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Provider, Provider shall immediately notify ODH of the filing.
- 8.3.1. Provider to Cease Work and Other Agreement Activities. Provider, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

- 8.3.2. Determining Reimbursement after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.11, Provider shall be entitled to reimbursement, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the reimbursement set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Provider shall not exceed the total amount of reimbursement allowed by this Agreement.
- 8.4. Breach or Default.
- 8.4.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.11, ODH may unilaterally terminate this Agreement without reimbursement to Provider as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Provider offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
- 8.4.2. Upon breach or default by Provider of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
- 8.4.3. If ODH or Provider fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.5. Independent Contractor. Provider acknowledges and agrees any individual providing personal services under this agreement is not a public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Provider's services, ODH does not control the manner in which Provider performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Provider assumes responsibility for tax liabilities that result from reimbursement paid to Provider by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Provider to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.6. Conflict of Interest and Ethics Laws.
- 8.6.1. Neither Provider nor any officer, member or employee of Provider shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.6.2. Provider hereby covenants that neither Provider, nor any officer, member, or employee of Provider, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.6.3. Provider shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Provider shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.6.4. Provider hereby covenants that Provider and any officer, member or employee of Provider are in compliance with O.R.C. 102.04 and that if Provider is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.6.5. Provider hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.6.6. Provider hereby certifies and affirms that, as applicable to Provider, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

determined that Provider's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Provider shall return to ODH all monies paid to Provider under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

8.7. Nondiscrimination and Equal Employment Opportunity.

8.7.1. In carrying out this Agreement, Provider shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

8.7.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

8.7.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

8.7.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;

8.7.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;

8.7.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;

8.7.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;

8.7.1.7. If grant funding is from the U.S. Department of Justice ("DOJ"), Providers must also comply with the following laws and regulations which prohibit discrimination on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, or disability in the provision of services and employment practices:

8.7.1.7.1. The nondiscrimination provision of the Violence Against Women Act of 1994, as amended (42 U.S.C. § 13925(b)(13));

8.7.1.7.2. 28 C.F.R. pt. 42, subpt. C (the DOJ regulations implementing Title VI of the Civil Rights Act of 1964);

8.7.1.7.3. 28 C.F.R. pt. 54 (the DOJ regulations implementing Title IX of the Education Amendments of 1972);

8.7.1.7.4. 28 C.F.R. pt. 42, subpt. G (the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973); 28 C.F.R. pt. 42, subpt. I (the DOJ regulations implementing the Age Discrimination Act of 1975);

8.7.1.7.5. 28 C.F.R. pt. 38 (the DOJ regulations on the Equal Treatment for Faith-Based Organizations);

8.7.1.7.6. Ex. Order No. 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and

8.7.1.7.7. Ex. Order No. 13559 (Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations).

8.7.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

8.8. "Sweatshop Free" Certification. Provider hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Provider in furnishing the supplies or services pursuant to this Agreement. If it is determined that Provider's certification of this requirement is false or misleading, then Provider understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

8.9. Records, Documents and Information. All records, documents, writings or other information

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

produced or used by Provider in the performance of this Agreement shall be treated according to the following terms:

- 8.9.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Provider. Where there is a question as to whether information is public or private, ODH shall make the final determination. Provider shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Provider which would compel disclosure of private information under this Agreement, Provider shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Provider for work under this Agreement.
- 8.9.2. All proprietary information of Provider shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Provider at a disadvantage in the market place and trade of which Provider is a part. Provider is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Provider's assertion of the proprietary nature of any information to be provided.
- 8.9.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Provider shall be retained and made available by Provider for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Provider shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.10. Disclosure of Personal Health Information. Provider hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Provider will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Provider shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Provider shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Provider hereby agrees that anytime information is provided or made available to any subcontractor or agent, Provider must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Provider must obtain ODH approval prior to entering into such agreements. Further, Provider agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Provider's obligations under this Agreement.27003
- 8.11. Offshore Outsourcing and Executive Order 2011-12K. Provider affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see <http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>). In addition, if the purpose of this Agreement is to acquire services for compensation, Provider must complete and execute the Standard Affirmation and Disclosure Form for said Executive Order and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. Provider also affirms, understands, and agrees to immediately notify ODH of any change or shift in the location(s) of services performed by Provider or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is outside of the United States.
 - 8.11.1. Termination, Sanction, Damages. If Provider or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Provider or any of its subcontractors perform any such services, Provider shall immediately return to ODH all funds paid for those services. ODH may also recover from Provider all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Provider performing services outside the United States.
 - 8.11.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Provider. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
 - 8.11.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

- 8.11.4. ODH, in its sole discretion, may provide written notice to Provider of a breach and permit Provider to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Provider any costs associated with acquiring those substitute services.
- 8.11.5. Notwithstanding ODH permitting a period of time to cure the breach or Provider's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Provider performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.12. Assignment. Provider will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.13. Drug Free Workplace. Provider shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Provider shall make a good faith effort to ensure that all employees of Provider do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.14. Trafficking Victims Act. In carrying out this Agreement, Provider, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Provider must include this provision in its contracts and subcontracts under this Agreement. Provider must inform ODH immediately of any information regarding violation of the foregoing. Provider understands that its failure to comply with this provision may subject ODH to loss of federal funds. Provider agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 8.15. Compliance.
- 8.15.1. Provider affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Provider further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R. 180.110. Provider agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 8.15.2. Provider certifies that Provider is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Provider is federally debarred from participating in government contracts funded by federal money, for whatever reason, Provider shall immediately notify ODH of the debarment.
- 8.15.3. Provider certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider shall immediately notify ODH of the disqualification.
- 8.16. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Provider, and is the Provider's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 8.17. Insurance. Provider will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Provider may be required to show proof of insurance upon request by ODH. Provider also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Provider instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

work to be performed under this Agreement, provided that Provider is one of the following:

- 8.17.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 8.17.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 8.17.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 8.18. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Provider. Provider shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Provider an unlimited license to use work and materials produced by Provider under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Provider shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 8.19. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.20. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.21. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.22. Notices.
- 8.22.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.22.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Provider's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.22.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

16

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

17

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-The Memorial Service for the Sunbury Fallen Heroes Memorial will be Saturday at 4:30 PM.

Commissioner Benton

-CEBCO will be holding their renewal meeting Friday at 10:00AM

-The All Horse Parade will be on Sunday at 3:00 PM. Tropical Storm Gordon is expected to be here about the same time.

Commissioner Merrell

-The All Horse Parade is a great event. There are not any motorized vehicles in that parade.

-Will be attending the MORPC Executive Meeting today at 1:30 PM.

18

RESOLUTION NO. 18-968

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment of a public employee or public official; to consider the sale of property at competitive bidding.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 18-969

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

14

RESOLUTION NO. 18-970

IN THE MATTER OF APPROVING ADDENDUM #2 TO THE INVITATION TO BID FOR THE SALE OF THE OLD COUNTY JAIL PROPERTY, 20 WEST CENTRAL AVENUE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the County Administrator recommends approval of an addendum to the invitation to bid for the sale of the old county jail property, 20 West Central Avenue, in order to provide for an alternate bid for additional real property;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following addendum:

ADDENDUM NO. 2 TO INVITATION TO BID
SALE OF REAL PROPERTY
OLD COUNTY JAIL
20 W. CENTRAL AVE.
DELAWARE, OH 43015

INVITATION TO BID
WITH ALTERNATE #1
SALE OF REAL PROPERTY
OLD COUNTY JAIL
20 W. CENTRAL AVE.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

DELAWARE, OH 43015

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON
BARB LEWIS
GARY MERRELL

101 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100

LEGAL NOTICE

SALE OF REAL PROPERTY OWNED BY
THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO
The Old Jail, 20 W. Central Ave.
Delaware, OH 43015

Parties interested in purchasing real property owned by the Delaware County Board of Commissioners (the "Board") may submit a sealed bid to the Board, at 101 North Sandusky Street, Delaware, Ohio 43015 until **2:00pm on October 31, 2018** for the purchase of a portion of the real property located at 20 W. Central Ave., Delaware, OH 43015. Bids will also be received for Alternate #1, which includes a portion of the real property located at 20 W. Central Ave and 22 Court St., Delaware, OH 43015, along with adjacent parking lots.

The property in the base bid is the 1878 Jail and Sheriff's residence on a lot of approximately 0.45 acre, including approximately nineteen (19) parking spaces located west and north of the building. Additional parking is available on adjacent public lots during evenings and weekends. The property in bid Alternate #1 is the property included in the base bid, the house located at 22 Court Street, and the parking lot west of the house located at 22 Court Street. The garage behind 22 Court Street is not included. No survey or legal description has been performed. Bid blanks may be obtained from the Board at its offices located at 101 North Sandusky Street, Delaware, Ohio 43015 during normal business hours, or from the County's website at www.co.delaware.oh.us under the heading "Public Notices and Bids."

Any and all inspections must take place prior to bidding. The property is being sold "as is, where is." The property will be open for viewing by appointment only during normal business hours by contacting the Delaware County Facilities Management Office at (740) 833-2280 or by email jmelvin@co.delaware.oh.us. The Board has established a minimum bid amount of \$100,000 for the base bid and a minimum bid amount of \$175,000 for bid Alternate #1.

The property will be sold to the highest responsible bidder. Should the transaction fail for any reason the next highest responsible bidder may be awarded the sale. All bidders are required to submit with their bid a certified check or money order in the amount of \$1,000, payable to the Board, as an earnest money deposit. The bids must be held open for a period not longer than sixty (60) days after bid opening and the award may take place at any time after bid opening. All earnest money submitted with the bid, not kept upon award of the sale, will be returned after the sixty (60) day period has elapsed. Upon award of the bid, earnest money of the winning bidder is subject to being forfeit for failure to complete the sale. All bids must be cash transactions and may not be conditioned on financing. Each bid must contain the full legal name of the person(s) bidding on the parcel, including the principal owners if operating as a legal entity with a different name, and a contact person with a telephone number in the space provided above.

At the time and date written above, the bids will be opened and read aloud and shall be considered firm offers to purchase. A final purchase contract will be negotiated with the highest responsible bidder according to the discretion of the Board in the best interests of the Board and Delaware County. The Board reserves the right to reject any and all bids and to waive any irregularities or informalities.

Delaware County Board of Commissioners
<End of Advertisement>

*REQUIRES FOUR PUBLICATIONS, OR PUBLICATION AS REQUIRED IN R.C. 7.16 BID BLANK – BASE BID

I, _____, personally or as authorized representative for and on behalf of the entity named below, submit this bid and hereby offer to purchase the portion of real property located at 20 W. Central Ave, Delaware, Ohio 43015, known as the Old Jail, and make a firm offer in the following amount:

\$ _____.

This offer shall remain open without modification for a minimum period of sixty (60) days from the date of bid opening. I further understand that the Board's Representative will negotiate with the highest responsible bidder as determined by the Board in its sole discretion.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

_____	_____
_____	_____
Name	Company/Title (if applicable)
_____	_____
Signature	Date
_____	_____
Address	Telephone

City, State Zip	

Submit bid to:
Delaware County Board of Commissioners
Attn: Jon Melvin, Director of Facilities
101 North Sandusky Street
Delaware, OH 43015

BID BLANK – BID ALTERNATE #1

I, _____, personally or as authorized representative for and on behalf of the entity named below, submit this bid and hereby offer to purchase the portion of real property located at 20 W. Central Ave, Delaware, Ohio 43015, known as the Old Jail, the house located at 22 Court St., Delaware, Ohio 43015, and the parking lot west of 22 Court St., and make a firm offer in the following amount:

\$ _____.

This offer shall remain open without modification for a minimum period of sixty (60) days from the date of bid opening. I further understand that the Board’s Representative will negotiate with the highest responsible bidder as determined by the Board in its sole discretion.

_____	_____
_____	_____
Name	Company/Title (if applicable)
_____	_____
Signature	Date
_____	_____
Address	Telephone

City, State Zip	

Submit bid to:
Delaware County Board of Commissioners
Attn: Jon Melvin, Director of Facilities
101 North Sandusky Street
Delaware, OH 43015

INSTRUCTIONS TO BIDDERS

1. Description of Property:

A. Base Bid: The property to be sold is located at 20 West Central Avenue, Delaware, Ohio 43015 and consists of the 1878 Jail and Sheriff’s residence on a lot of approximately 0.45 acre, including approximately nineteen (19) parking spaces located west and north of the building (the “Property”). Additional parking is available on adjacent public lots during evenings and weekends. No survey or legal description has been performed as of the issuance of this ITB. If a bid is accepted, a survey will be conducted and a legal description prepared in accordance with the general description set forth herein. The successful bidder will bear the expense of the survey and legal description.

B. Bid Alternate #1: The property to be sold is the Property described in the base bid, along with the house located at 22 Court Street, and the parking lot west of the house located at 22 Court Street. The garage behind 22 Court Street is not included (the “Additional Property”). No survey or legal description has been performed. If a bid is accepted, a survey will be conducted and a legal description prepared in accordance with the general description set forth herein. The successful bidder will bear the expense of the survey and legal description.

2. Receipt and Opening of Bids: Bids will be received by the Delaware County Board of Commissioners (the “Board”) until **2:00 pm on Wednesday, October 31, 2018**, at which time they shall be publicly received, opened, and read aloud. The Board may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

3. **Contents of Bid:** Each bid must be submitted in a sealed, opaque envelope clearly marked as "BID FOR OLD JAIL, 20 W. CENTRAL AVE." The bid shall include a fully completed Bid Blank, either for the base bid, alternate #1, or both; bid security/earnest money deposit; and additional documents as required in these Instructions to Bidders. Failure to submit all required bid items may result in the bid being deemed non-responsive.

4. **Bid Security/Earnest Money Deposit:** Each bid shall be accompanied by bid security/earnest money deposit in the form of a certified check or money order in the amount of One Thousand Dollars (\$1,000) payable to the Board. The deposit will be applied to the purchase price of the successful bidder, and any other deposits shall be returned promptly after the Board and the successful bidder have executed a final purchase contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

5. **Forfeiture for Failure to Enter into Contract:** The successful bidder, upon failure or refusal to execute and deliver the contract within ten (10) days after receiving notice of award shall forfeit to the Board the security deposited with the bid.

6. **Bidder Questions:** At the time of the opening of bids each bidder will be presumed to have inspected the Property and/or the Additional Property, and the title thereto, and to have received answers to all questions regarding the Property and/or the Additional Property. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to a submitted bid. All questions prior to bid award and all correspondence post-bid shall only be directed to Jon Melvin, Director of Facilities, at (740) 833-2280 or by email jmelvin@co.delaware.oh.us.

7. **Condition of Property:** The Property and/or the Additional Property is being sold "as is, where is," but the sale shall not include any personal property not affixed thereto. Each bidder may schedule inspections prior to bidding and shall judge for himself/herself all the circumstances affecting the Property and/or the Additional Property, assuming all patent and latent conditions or defects in connection therewith.

8. **Addenda:** Bidders may submit questions as set forth in Section 6. No official response will be made to any bidder orally. Questions must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all responses and supplemental instructions will be in the form of written addenda to this Invitation to Bid not less than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

9. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be completed in the Bid Blank. In the case of a corporation or limited liability company, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as," or "sole owner." The bidder shall further disclose the name and address of each person or corporation interested therein.

10. **Notice of Special Conditions:** Bidder is particularly notified of the following special conditions of sale, which shall be considered in determining "responsibility" of bidders:

- a. The bidder acknowledges that the Property is a listed historical building and a historical landmark;
- b. The bidder shall include with its bid a narrative summary for the bidder's planned use of the Property and/or the Additional Property, including, but not limited to any proposed renovation, rehabilitation, or remodeling;
- c. The bidder acknowledges that preference will be given to bids that propose renovation and rehabilitation of the Property in accordance with applicable laws, rules, and regulations;
- d. The bidder shall include with its bid a minimum of three (3) references supporting the bidder's experience in, or ability to, own, renovate, rehabilitate, or remodel historical structures;
- e. The bidder shall include with its bid the names and contact information for all consultants or contractors retained, or to be retained, for the purpose of evaluating, renovating, rehabilitating, or remodeling the Property;
- f. The bidder shall submit a business plan and economic impact statement demonstrating the feasibility of the planned use of the Property and/or the Additional Property, financial ability to complete and appropriately maintain improvements to the Property and/or the Additional Property, the jobs that will be created both temporary and permanent, the tax revenue to be generated, and any economic development assistance to be sought;
- g. The bidder, by submitting a bid, certifies and covenants that it shall comply with all requirements of 36 C.F.R. 67.7 (Standards for Rehabilitation) and Delaware City Code Chapter 1190 (Historic District Overlay) as currently enacted and as either may be amended and that compliance therewith shall be a restrictive covenant that shall run with the land;
- h. The Board has a conditional reversionary interest in the Property in the event of non-compliance with the requirements stated in Section 10(g) hereof that is not remedied within ninety (90) days or in the event that the Property is determined by the Delaware City Historical Preservation Commission to be in a state of imminent risk of deterioration that is not remedied within ninety (90) days;

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

- i. The Property shall automatically revert to the Board immediately upon any application for a permit to demolish the Old Jail structure; and
- j. The Additional Property is not subject to automatic reversion upon application for a permit to demolish the structure at 22 Court Street.

11. Signing Bid – Agreement to Terms of Attached Sample Contract: By signing this bid, Bidder acknowledges reading these Instructions, and all documents referenced herein, and agrees thereto without modification, unless the Board agrees to such modifications in writing. Modifications of any documents attached or referenced herein shall not be made a condition of signing the final contract, and failure to sign the contract within the time allotted shall subject the bidder to forfeiture of the bid security.

**Old County Jail
20 W Central Ave.
Common Maintenance Information**

Utilities

The total cost for utilities in 2017:

AEP (OHIO)	\$ 3,588.55
City of Delaware (water/sewer)	\$ 374.42
Columbia Gas	\$ 5,419.59
Total:	\$ 9,382.56

Utilities cost year to date for 2018:

AEP (OHIO)	\$ 1,258.80
City of Delaware (water/sewer)	\$ 189.42
Columbia Gas	\$ 3,052.26
Total:	\$ 4,500.48

Building Maintenance Improvements

A new Triad steam boiler was installed in the fall of 2017.

Repairs to the front steps foundation and front porch were completed in 2012.

The roof was replaced in 2009 after the wind storm in 2008. Work on the flat roofs was completed in 2006.

Hazardous Materials

The building has not been completely abated of asbestos. Various areas have been done in conjunction with work being performed (e.g., areas of plaster and pipe insulation were removed during a boiler project in 2006). Samples were taken of cement board shingles in 2002. The roof was later replaced in 2009. Due to the age of the building, lead paint may be present under layers of paint, but the County has no specific knowledge of lead paint in the building.

SAMPLE CONTRACT

The undersigned Buyers (hereby referred to as "Buyer", whether one or more) hereby offers to purchase from the Delaware County Board of Commissioners (hereafter referred to as "Seller"), all of Seller's rights, title and interest in certain real property which is situated in the City of Delaware, County of Delaware, State of Ohio, and known as _____, Delaware, OH 43015, being further described in Exhibit A, attached hereto and fully incorporated herein (hereinafter referred to as the "Property") upon the terms and conditions herein set forth.

1. **PURCHASE PRICE:** The purchase price of said Property shall be the sum of \$_____ which shall be payable as follows:
 - A. Earnest Money. An earnest money deposit of \$1,000.00 has been paid to the Seller by Buyer to be applied against the Purchase Price. Seller acknowledges receipt of said sum upon the execution of this agreement.
 - B. Balance. The balance of the purchase price is to be deposited in escrow as provided in paragraph 7.

2. **PERSONAL PROPERTY.** The sale and purchase does not include any personal property not affixed to the Property.

3. **FINANCING:** This transaction is a cash transaction and is not to be conditioned on Buyer's obtaining mortgage loan approval from a lending institution.

4. **CONDITION OF THE PROPERTY.**
 - A. **AS IS.** BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" CONDITION, ORDINARY WEAR AND TEAR TO THE DATE OF POSSESSION EXCEPTED, AND THAT SELLER HAS NOT MADE AND IS NOT MAKING ANY FURTHER WARRANTIES WHATSOEVER AS TO THE QUALITY OR CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT SELLER HAS AFFORDED BUYER EVERY OPPORTUNITY TO INSPECT THE PROPERTY AND THE CONDITION THEREOF.
 - B. **INSPECTIONS.** Buyer is responsible for obtaining and paying for any and all inspections of any kind or nature whatsoever for the Property. All inspections were to be completed on the subject property prior to

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018**

bidding by the Buyer or his representative. Physical or other similar defects of any kind, with the Property including but not limited to the land, water table, or soil are deemed to be waived by the Buyer upon bidding for all purposes.

5. **DAMAGE:** If any damage is caused to the Property prior to the date of title transfer, Seller and Buyer shall promptly notify the other of such damage and of the amount of insurance proceeds payable. Buyer shall have the option, to be exercised by notice to Seller not later than seven (7) days after notice of said damage to: (a) proceed with the sale, or (b) terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option after giving or receiving notice shall be deemed an election to complete the purchase, and the earnest money will be forfeit if the sale does not proceed.

6. **TITLE:**

A. **Deed.** Seller shall furnish a quitclaim deed conveying title to the Property to Buyer, subject at the time of title transfer to: (a) pro-rated property taxes due, if any; (b) zoning ordinances and other similar regulatory legislation; (c) the easements, restrictions, reservations, conditions and limitations of record.

B. **Title Insurance.** Buyer may, at its sole expense, secure an Owner's Policy of Title Insurance (ALTA Form B) at the time of title transfer insuring marketable title in the Buyer free and clear of all title defects, encumbrances, reservations and exceptions whatsoever, except: (a) the liens and encumbrances described in Paragraph 6(A) hereof, and (b) any liens or encumbrances arising through or under Buyer or Buyer's nominee. Seller warrants that there are no taxes currently due as the property is tax currently exempt. Seller warrants that there are no current mechanic's liens.

C. **Cure of Title Defects, Encumbrances, Reservations and Exceptions.** Seller shall have 30 days after receipt of notice of any defect in title to remove said defect(s) and to provide Buyer with evidence thereof. If Seller is unable to remove said defect(s) within such 30 day period, then Buyer may either: (1) accept title to the Property subject to said defect(s) without any reduction in the total purchase price, or (2) terminate this Agreement by written notice to Seller and thereupon have returned all items and funds theretofore paid or deposited hereunder, with Buyer and Seller responsible for their own respective costs without through the date of termination without liability to the other party.

7. **ESCROW PROCEDURE:** On or before _____, Seller shall deposit the deed in escrow with the Escrow Agent agreed upon by the parties. The Buyer shall deposit the balance of the purchase price in escrow no later than _____. Buyer and Seller shall also deposit in escrow any funds and documents required by the escrow agent in order to complete the transaction contemplated by this offer. The escrow agent shall complete the transaction in accordance with the contract resulting for Seller's acceptance of this offer as promptly as possible after all funds and documents necessary to the completion of this transaction have been deposited in escrow. Otherwise the escrow shall be subject to the standard conditions and acceptance of escrow responsibility imposed by the escrow agent without further approval by Buyer or Seller, except to the extent that such conditions are inconsistent with the provisions of this offer.

8. **TITLE TRANSFER, OCCUPANCY AND POSSESSION.**

A. **Title Transfer.** Title shall transfer to Buyer by the recording of the deed after tender of payment of the purchase price to Seller, unless such date is changed by agreement of Buyer and Seller.

B. **Seller Vacation.** Buyer acknowledges that the Property is currently occupied by staff of Delaware County and the Fifth District Court of Appeals. Buyer and Seller agree that occupancy and possession of the Property by Buyer shall not occur until such time as the occupants have vacated the Property and removed all personal property. Vacation is expected to occur no later than _____.

C. **Care and Maintenance of Property upon Occupancy and Possession.** Seller shall deliver occupancy and possession of the Property to Buyer at any time after signature and execution of this agreement, but in no event sooner than Seller vacating the Property pursuant to Paragraph 8(B) hereof. Buyer shall be responsible for all upkeep of the Property upon deliverance of possession.

9. **PRORATIONS, CHARGES AND CREDITS:**

A. **Charges Against Seller.** Seller shall be charged with the following costs, to be deducted by the Escrow Agent from funds due Seller: (1) if any, the costs of satisfying any taxes, assessments, liens or encumbrances required to be discharged by this Agreement; (2) the amount of any prorations due Buyer under this Agreement; and (3) one-half (1/2) of the escrow fee.

B. **Charges Against Buyer.** Buyer shall be charged with the following costs to be deducted by the Escrow Agent from funds due Buyer, if any, or to be paid by Buyer prior to transfer of title: (1) the cost of the Location Service, Survey, and Legal Description; (2) the cost of the special tax search and title search; (3) the cost of an Owner's Policy of Title Insurance; (4) the conveyance fees and/or transfer taxes and any costs incidental to filing the Deed and any mortgage(s) placed upon the Property; (5) the costs incident to the obtaining of financing, if any; (6) the cost of any inspections; and (7) one-half (1/2) of the escrow fee.

C. **Other Charges.** Taxes and assessments, both general and special, shall be prorated by the Escrow Agent as of the date of title transfer based on the last available tax duplicate. Seller shall pay outside escrow all utility charges as to the date of transfer of title, or the date Seller vacates the Property, whichever date is first.

10. **INCORPORATION; ENTIRE AGREEMENT.** The Invitation to Bid ("ITB") for the Sale of the Property is, by this reference, fully incorporated herein. This Agreement, together with the ITB, constitutes the entire agreement between the parties. The representations, warranties and agreements in this Agreement shall survive the transfer of title. There are no other conditions, representations, warranties or agreements, expressed or

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 6, 2018

implied.

11. PARTIES BOUND AND BENEFITTED. The agreement resulting from the acceptance of this offer shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

<SIGNATURES>

Addendum #2 Issued: September 6, 2018

The Director of Facilities shall cause this Addendum to be published for four consecutive weeks in the Delaware Gazette, to be posted on the County Website, and to be sent to any bidders that have submitted questions to the Invitation to Bid or scheduled inspections of the Property during the pendency of the Invitation to Bid.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners