

BOARD OF TOWNSHIP TRUSTEES
ANDERSON TOWNSHIP
HAMILTON COUNTY, OHIO

The Board of Township Trustees met in regular session at 5:00 p.m. this 16th day of February, 2023 with the following members present:

R. Dee Stone
Lexi Lausten
Joshua S. Gerth

Mrs. Lausten introduced the following resolution and moved its passage:

RESOLUTION NO. 23 – 0216 – 09

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY BY USE OF HAMILTON COUNTY’S SURPLUS INTERNET AUCTION PURSUANT TO A CONTRACT WITH THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO AUTHORIZED BY SECTION 307.15 OF THE REVISED CODE, WHICH CONTRACT IS APPROVED AND AUTHORIZED

WHEREAS, Section 505.10 of the Revised Code (the “Township Disposition Statute”) provides that a board of township trustees may provide for the disposition of certain personal property, including motor vehicles, road machinery, equipment, tools and supplies, if the Board finds, by resolution, that such personal property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, all in accordance with the Township Disposition Statute, which permits disposal of personal property, regardless of its value, by internet auction; and

WHEREAS, Section 307.15 of the Revised Code (the “Intergovernmental Agreement Statute”) authorizes a board of county commissioners and a board of township trustees, among others, to enter into an agreement pursuant to which the board of county commissioners may undertake, and is authorized by the contracting board of township trustees, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform or render; and

WHEREAS, this Board finds that it is in the best interest of the Township to enter into a contract with the Hamilton County Board of County Commissioners that permits from time to time the posting and sale of personal property owned by the Township that this Board deems is not needed for public use, is obsolete, or is unfit for the use for which it was acquired (the “Property”), by use of Hamilton County’s Surplus Internet Auction, as authorized by the Township Disposition Statute and the Intergovernmental Agreement Statute;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees ("Board") of Anderson Township, Hamilton County, Ohio (the "Township"), as follows:

SECTION 1. That this Board hereby approves the form of the Contract relating to the use of Hamilton County's Surplus Internet Auction as presented to this Board.

SECTION 2. That the Township Administrator is hereby authorized to execute and deliver a contract setting forth the terms of use of Hamilton County's Surplus Internet Auction substantially in the form attached hereto as Exhibit A and by this reference incorporated herein (the "Contract"), with such changes thereto as may be deemed by the Township Administrator after consultation with the Law Director not to be financially disadvantageous to the Township, which determination shall be evidenced by her execution of the Agreement.

SECTION 3. That when this Board determines to dispose of Property by use of Hamilton County's Surplus Internet Auction, it shall pass a resolution making such determination and establishing a minimum price that will be accepted for such property, and this Board or its representative may establish other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment and sales tax, in compliance with the terms of the Contract.

SECTION 4. That the preambles hereto are and shall for all purposes be construed to be integral and operative parts of this Resolution.

SECTION 5. That this Board hereby finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were taken in meetings open to the public, in compliance with all legal requirements, including (without implied limitation) Revised Code Section 121.22, except as otherwise permitted thereby.

Mr. Gerth seconded the motion, and the roll being called upon the question of passage, the vote resulted as follows:

Mrs. Stone yes Mrs. Lausten yes Mr. Gerth yes

CERTIFICATION

The undersigned, duly elected and acting Fiscal Officer of Anderson Township, Hamilton County, Ohio, hereby certifies that the foregoing is a true copy of a Resolution duly passed at a regular meeting of the Board of Township Trustees of said Township on the 16th day of February, 2023, together with a true record of the roll call vote thereon, and that said Resolution has been duly entered upon the Journal of said Township.

This 16th day of February, 2023.



Kenneth G. Dietz
Fiscal Officer

**USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION**

CONTRACT

This contract is entered into on that date when it has been signed by both parties as indicated below (the "Effective Date"), between the Board of County Commissioners of Hamilton County, Ohio on behalf of the Administrative Services Division ("Hamilton County") and Anderson Township (County of Hamilton), Ohio, acting by and through its Board of Township Trustees ("Anderson Township"), with offices at 7850 Five Mile Rd. Cincinnati, OH 45230.

WHEREAS, Section 307.15 of the Ohio Revised Code authorizes a board of county commissioners and a board of township trustees to enter into an agreement pursuant to which the board of county commissioners may undertake, and is authorized by the contracting board of township trustees, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority, that the such subdivision or legislative authority may exercise, perform or render; and

WHEREAS, when a township has property, including motor vehicles, road machinery, equipment, and tools, that the board of township trustees, by resolution, finds is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, Section 505.10(D) of the Ohio Revised Code authorizes the board of township trustees to sell and convey that property or otherwise dispose of it, regardless of the property's value, by internet auction; and

WHEREAS, Hamilton County maintains and operates a Surplus Internet Auction process and is willing to permit Anderson Township to utilize that process in accordance with the terms of this contract; and

WHEREAS, Anderson Township desires to dispose of personal property that is found by its Board of Township Trustees to be not needed for public use, to be obsolete, or to be unfit for the use for which it was acquired, by means of Hamilton County's Surplus Internet Auction in accordance with the terms of this contract;

Now, therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, Hamilton County and Anderson Township hereby agree as follows:

I. TERM

This contract will be effective from the Effective Date through December 31, 2024, inclusive, unless otherwise earlier terminated or extended by formal amendment of this contract, executed by both parties hereto

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and the attached Exhibit "A" (the exhibit is deemed to be a part of this contract as fully as if set forth herein), Hamilton County shall allow Anderson Township access to Hamilton County's Internet Surplus Auction process to sell personal property owned by Anderson Township which the Board of Township Trustees has found, by

**USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION**

resolution, is not needed for public use, is obsolete, or is unfit for the use for which it was acquired (the "Property").

Hamilton County agrees:

1. Upon receipt of Anderson Township's Resolution approving this contract and authorizing its execution and delivery, Hamilton County will provide Anderson Township with a username and password to allow Anderson Township the ability to post Property on the Hamilton County Internet Surplus Auction (web address www.HamiltonCountyOhioAuction.com) , In each case, for a minimum of fifteen (15) days.
2. It will accept payment, in full, on behalf of Anderson Township from the winning bidder within 7 business days of the sale of the Property and will issue a sales receipt to the winning bidder and to Anderson Township.
3. It will visit Anderson Township and take digital pictures of the Property to be auctioned on the Hamilton County Internet Surplus Auction site if Anderson Township does not have access to digital equipment.
4. It will provide data entry services to accommodate the processing of the Property using the Hamilton County Internet Surplus Auction at web address www.HamiltonCountyOhioAuction.com.
5. All auctions will take place in accordance with the rules established by the Hamilton County Board of Commissioners as listed in the attached Exhibit A.
6. Each Anderson Township auction posting will indicate that all personal property is sold "As Is" and without any warranties from Anderson Township.

Anderson Township agrees:

1. To provide Hamilton County with a resolution adopted pursuant to Ohio Revised Code (ORC) 307.15 by Anderson Township approving this Contract and authorizing its execution and delivery. Provide Hamilton County with an accurate description of the Property.
2. To post accurate information relating to Property on the County's Surplus Internet Auction site through use of username and password provided by Hamilton County. Anderson Township shall be responsible for the accuracy of all information posted on the website, including any statement that Property is sold "As Is" without any warranties from Anderson Township and that the winning bidder must sign a receipt upon taking possession of the Property evidencing this fact.
3. To entertain ALL requests to view the Property during the Surplus Internet Auction process.
4. Upon request, to provide potential bidders with maintenance records for the Property.
5. To have personnel available to answer potential bidders questions.

**USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION**

6. To make all arrangements with the purchaser of the Property for pick-up of Property sold.

7. That the auction will take place in accordance with the rules established by Hamilton County, as listed in Exhibit A (attached).

III. BILLING AND PAYMENT

In consideration of granting Anderson Township access to Hamilton County's Surplus Internet Auction website to sell Property, Anderson Township agrees to pay Hamilton County a service fee of 8% of the final sale price for any and all Property sold. Within 30 days of the end of each month, Hamilton County will forward to Anderson Township a written schedule of all Anderson Township Property sold by means of the Surplus Internet Auction during the previous month together with its check in an amount representing the aggregate sale price of the Property sold that month less the 8% service fee., which will be retained by Hamilton County.

IV. CONFLICT OF INTEREST

The parties agree that there is no financial interest involved on the part of Hamilton County (other than the aforesaid service fee), any officers or employees of Hamilton County, Anderson Township or any officers or employees of Anderson Township in the negotiation of this contract or the delivery of services hereunder. Neither Hamilton County nor Anderson Township has any knowledge of any facts or circumstances which would constitute a conflict of interest. It is understood that a conflict of interest occurs when an officer or employee will gain financially or receive personal favors as a result of the signing or performance of this contract.

Anderson Township will report the discovery of any potential conflict of interest to Hamilton County. Hamilton County will report the discovery of any potential conflict of interest to Anderson Township. Should a conflict of interest be discovered during the term of this contract, either party may exercise any right under the contract, including termination of the contract.

V. GOVERNING LAW

This contract and any modification, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

VI. INTEGRATION AND MODIFICATION

This instrument, including Exhibit A, embodies the entire contract between the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract. Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

**USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION**

VII. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

VIII. TERMINATION

This contract may be terminated at any time for any reason by either party upon 30 days prior written notice delivered to the other party.

IX. NON-DISCRIMINATION

Hamilton County and Anderson Township each certify that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

X. LIABILITY OF PARTIES

Anderson Township is self-funded or has liability insurance for the defense and payment of actionable legal claims for liability or loss which are the result of injury to or death of any person and/or damage to property (including property of Hamilton County) caused by the negligent acts, negligent omissions, or negligent conduct of Anderson Township, its officers, employees or agents in connection with the performance of this contract, to the extent permitted by law. Any judgment against Anderson Township related to such a claim will be funded by Anderson Township from its funds in accordance with the Ohio Revised Code.

Hamilton County is self-funded or has liability insurance for the defense and payment of actionable legal claims for liability or loss which are the result of injury to or death of any person and/or damage to property (including property of Anderson Township) caused by the negligent acts, negligent omissions, or negligent conduct of Hamilton County, its officers, employees or agents in connection with the performance of this contract, to the extent permitted by law. Any judgment against Hamilton County related to such a claim will be funded by Hamilton County from its funds in accordance with the Ohio Revised Code.

Each party to this contract agrees that it shall not hold the other party responsible for the negligent acts, negligent omissions or negligent conduct of itself, its officers, employees or agents. Each party further agrees to defend itself, its officers, employees and agents and to pay any judgments and costs arising out of such negligent acts, negligent omissions or negligent conduct, and nothing in this contract shall impute or transfer any such liability from one to the other.

**USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION**

XI. RELATIONSHIP

The relationship between the parties is one of counterparties to a contract authorized in Section 307.15 of the Ohio Revised Code and as described in the preambles to this contract. .

XII. DISCLOSURE

Anderson Township hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county officer or employee, such officer's or employee's business, or any business relationship or financial interest that a county officer or employee has with Anderson Township.

XIII. LEGAL ACTION

Any legal action brought relating to this contract shall be filed in the courts located in Hamilton County, Ohio.

XIV. PUBLIC RECORDS

This contract is a matter of public record under the laws of the State of Ohio. Hamilton County and Anderson Township each agree to make copies of this contract promptly available to any requesting party.

XV. NO REPRESENTATIONS OR WARRANTIES

Hamilton County does not make any representations or warranties of any kind with respect to the subject matter of this contract, including, but not limited to, that the Property will meet the minimum bid or sell while posted on Hamilton County's Surplus Internet Auction website. Hamilton County reserves the right in its sole discretion to cancel any auction involving the Property. Anderson Township will auction Property only on an "As Is" basis with no warranties with respect to the Property.

XVI. SIGNATURES

Each party acknowledges that an original signed counterpart of this contract shall be executed by its authorized representative and delivered to the other party and that the executed counterparts when taken together will constitute one and the same contract. Each party represents that the signatory below has been duly authorized to execute and deliver this contract on its behalf.

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials, as of the day and year written above.

ANDERSON TOWNSHIP (Hamilton County), Ohio,
acting by and through its Board of Township Trustees

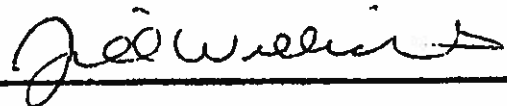
By: 
Vicky L. Earnhart
Township Administrator

(Resolution No. 23-0216-07)

Approved as to form:


Anderson Township Law Director

BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, OHIO



Jill Williams
Purchasing Director

FEB 27 2023

Purchasing Director
Hamilton County, Ohio

Approved as to form:

By: _____
Prosecutor's Office
Hamilton County, Ohio

USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION

EXHIBIT A

**General Terms and Conditions for the Sale
of Unneeded, Obsolete or Unfit
Personal Property (the "Property") by Hamilton County's Surplus Internet Auction**

1. All auctions shall be conducted on a continuous basis through the Hamilton County, Ohio website which can be located at <http://www.hamilton-co.org/> or <http://www.hamiltoncountyohioauction.com/PS/>
2. All Property auctions will be conducted in such a manner that the highest bid for the Property shall prevail. However, the Board of County Commissioners, Hamilton County, Ohio (the "Board") reserves the right, at its option, for its representative to cancel bids in an auction of an individual item or group of items if one or more of the following circumstances apply:
 - a. It is determined by Hamilton County or Anderson Township that an auction shall be canceled or terminated early,
 - b. A bidder requests permission to back out of a bid,
 - c. The identity of a bidder cannot be verified or
 - d. It is determined that a bidder is purchasing the Property for a use contrary to the health, welfare or safety of Hamilton County, Ohio or the general public.
3. All Property auctions will accept bidding by proxy. If a bidder elects to utilize proxy bidding, the bidder must establish a maximum bid amount and permit the Internet auction system to incrementally increase the bidder's initial bid until the maximum bid amount is reached, if necessary.
4. The number of days of bidding on the Property posted, as specified in *O.R.C. 307.12*, will be at least 15 days, including Saturdays, Sundays and legal holidays.
5. The Board reserves the right, at a later date, through its representative, to establish the minimum prices that may be accepted for any Property that is the subject of the Internet auction, the terms and conditions of any particular sale that may occur, including but not limited to requirements for pick up and/or delivery of the Property, method of payment, and payment of sales tax in accordance with applicable laws.
6. The information described in Paragraph 4 above will be provided on the Surplus Internet Auction site at the time of the auction itself, or will be provided before that time, upon request.

USE OF HAMILTON COUNTY'S
SURPLUS INTERNET AUCTION

7. **ANY PROPERTY POSTED AND SOLD BY USE OF HAMILTON COUNTY'S SURPLUS INTERNET AUCTION SHALL BE SOLD ON AN "AS IS" AND "WHERE IS" BASIS. REGARDING ANY PROPERTY WHICH IS POSTED OR PURCHASED BY USE OF HAMILTON COUNTY'S SURPLUS INTERNET AUCTION, THE BOARD AND ANDERSON TOWNSHIP EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE BIDDER PURCHASES THE PROPERTY AT ITS SOLE RISK.**

8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL HAMILTON COUNTY, OHIO, ITS BOARD OF COUNTY COMMISSIONERS, ITS OFFICERS, EMPLOYEES OR AGENTS OR ANDERSON TOWNSHIP, ITS BOARD OF TOWNSHIP TRUSTEES, ITS OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO A BIDDER, A PURCHASER OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIM, DAMAGE OR LOSS WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF THE SALE OF THE PROPERTY BY ANDERSON TOWNSHIP BY USE OF HAMILTON COUNTY'S SURPLUS INTERNET AUCTION OR THE USE OF THE PROPERTY, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, WHETHER FORESEEABLE OR NOT.**