

## OHIO DEPARTMENT OF COMMERCE

## AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") is between:

Ohio Department of Commerce
Division: Industrial Compliance (" <b>Division</b> ")
Contract Manager: Mo Nusbaum
6606 Tussing Rd.
Reynoldsburg, OH 43068
Phone: 614-644-5594
Email: <a href="mailto:Moran.Nusbaum@com.ohio.gov">Moran.Nusbaum@com.ohio.gov</a>

AND

Local Health Department/District Name (" <b>LHD</b> "):
Contact Name:
Street Address:
City, State, Zip:
Phone:
Email:
Contract Number:

For the purpose of this Renewal, the term "Party" or "Parties" may be used to refer to either the Division and/or LHD individually or collectively.

The Parties entered into an existing agreement (the "Agreement") effective July 1, 2021, which sets forth the terms and conditions under which the LHD shall perform annual inspections of manufactured home parks, as further described in the Agreement. The Agreement expires June 30, 2023.

In accordance with "Term of the Agreement," Section 2 of the Agreement, the Parties hereby elect to renew the Agreement. The Parties agree that this renewal shall be in effect from July 1, 2023, through June 30, 2025. Compensation for the Renewal shall be in accordance with "Fees and

Payment of Services,” Section 4 of the Agreement. Except as explicitly stated herein, any terms used in this Renewal shall have the same meanings assigned to such terms in the Agreement.

The Parties further agree as follows:

1. Not to Exceed Amount

For inspections performed under this Renewal, the total amount payable shall not exceed:

FY2024 (July 1, 2023, through June 30, 2024)	\$10,000.00
FY2025 (July 1, 2024, through June 30, 2025)	\$10,000.00

2. Inspection Window

The Division requires the LHD to perform inspections of the manufactured home parks in its Park List between *either* March 1st and June 30th or July 1st and October 31st of each calendar year. The LHD must choose in which of these time frames it will conduct inspections for both fiscal years and specify the time frames below:

For **FY2024**, the LHD hereby commits to conducting inspections of the manufactured home parks in the Park List between:

	July 1, 2023, and October 31, 2023, acknowledging that the invoice(s) for these inspections must be submitted to the Division by November 30, 2023.
	March 1, 2024, to June 30, 2024, acknowledging that the invoice(s) for these inspections must be submitted to the Division by July 31, 2024.

For **FY2025**, the LHD hereby commits to conducting inspections of the manufactured home parks in the Park List between:

	July 1, 2024, and October 31, 2024, acknowledging that the invoice(s) for these inspections must be submitted to the Division by November 30, 2024.
	March 1, 2025, to June 30, 2025, acknowledging that the invoice(s) for these inspections must be submitted to the Division by July 31, 2024.

3. Amendments to Agreement

The Parties agree to amend the Agreement as follows:

- a. Section 1(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The LHD shall inspect every manufactured home park within its jurisdiction that the Division assigns to the LHD for each fiscal year under this Agreement. The fiscal years under this Agreement are fiscal year 2022 ("FY2022"), fiscal year 2023 ("FY2023"), fiscal year 2024 ("FY2024"), and fiscal year 2025 ("FY2025"). FY2022 shall refer to July 1, 2021, to June 30, 2022. FY2023 shall refer to July 1, 2022, to June 30, 2023. FY2024 shall refer to July 1, 2023, to June 30, 2024. FY2025 shall refer to July 1, 2024, to June 30, 2025.

- b. Section 1(F) of the Agreement is hereby deleted in its entirety and replaced with the following:

F. For each manufactured home park on the Park List, the LHD shall fill out the Manufactured Home Park Inspection Report form attached as Exhibit B to this Agreement and the Additional Findings page attached as Exhibit B2 to the Renewal, when applicable. Additionally, in compliance with the Manufactured Home Park Inspection Procedures, the LHD shall submit to each manufactured home park operator a copy of the Division cover letter ("Cover Letter") that is attached to this Agreement as Exhibit C, along with the copy of the Manufactured Home Park Inspection Report.

- c. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 4. FEES AND PAYMENT OF SERVICES

The LHD shall be compensated solely for inspections and re-inspections of manufactured home parks that the LHD performs under this Agreement and at the direction of the Division. The fees for the inspections are set forth in the Fee Schedule attached as Exhibit E to this Agreement.

For each fiscal year under this Agreement, the LHD shall submit one invoice per jurisdiction once all inspections of the manufactured home parks on the LHD's Park List have been completed and once all of the inspection reports have been delivered to park operators and the Division. Invoices must be submitted by e-mail to: [communityinspections@com.ohio.gov](mailto:communityinspections@com.ohio.gov). The LHD may use its own invoice, but the invoice must be typed. Handwritten invoices will not be accepted. Additionally, all invoices must include all of the following information to be acceptable:

- The Division of Industrial Compliance's name and billing address
- The LHD's name and address
- Unique invoice number assigned by the LHD for reference purposes, which must include the calendar year in which the invoice is submitted
- Date that the invoice was created
- An entry for each park inspected, with each entry including:
  - Park name
  - Park operator license number
  - Date of inspection
  - Date that the inspection report was e-mailed to the Division

- Number of lots the park is licensed to have
  - Inspection fee
- Clear statement of total payment expected for inspections in that jurisdiction

LHD invoice fees must be in accordance with the Fee Schedule to be acceptable. The LHD expressly understands and agrees that failure to submit acceptable invoices by the deadlines associated therewith may be deemed a forfeiture of the compensation due under this Agreement. The LHD may use the sample fill-in invoice and invoice inspections list provided by the Division, which are attached as Exhibits F and G to this Agreement.

If a re-inspection has been ordered by the Division, the invoice for the re-inspection may be submitted once the re-inspection is complete and the report has been delivered to the park operator and the Division. Invoices for re-inspections must be submitted for payment within thirty (30) days of the re-inspection.

Inspection fees shall be payable directly to the LHD. The LHD must be registered as a state supplier in OAKS and Ohio|Buys to receive payment and also must have an individual contact with an OH|ID security credential that can access Ohio|Buys for purposes of this Agreement.

The Division shall pay the LHD within forty-five (45) days of receipt of an acceptable invoice by the Division, provided the LHD has met all requirements for payment. If corrections need to be made to the invoice or the inspection reports by the LHD, payment will be made within forty-five (45) days of receipt of an invoice and inspection reports that comply with all terms of this Agreement. The date payment is issued by the Division/State of Ohio will be considered the date payment is made. Payment of an invoice will not prejudice the Division's right to object to or question that or any other invoice or matter in relation thereto. The Division/State of Ohio's preferred method of payment is by electronic funds transfer. The LHD must be able to accept all forms of payment from the Division/State of Ohio.

- d. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 11. NOTICES AND AGREEMENT CONTACT

Any information or notice required to be given in writing (including e-mail) under this Agreement shall be effective upon receipt at the addresses listed below or as either party directs in writing. For purpose of notice and for communications relating to this Agreement, the Parties' contact information is:

If to Division:

Mo Nusbaum  
Division of Industrial Compliance  
6606 Tussing Rd.  
Reynoldsburg, OH 43068

If to the LHD:

To the LHD's contact listed on page 1 of this  
Renewal

[Moran.Nusbaum@com.ohio.gov](mailto:Moran.Nusbaum@com.ohio.gov)  
(614) 644-5594

- e. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached to this Renewal.
- f. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the Exhibit B attached to this Renewal.
- g. Exhibit C to the Agreement is hereby deleted in its entirety and replaced with the Exhibit C attached to this Renewal.
- h. Exhibit F to the Agreement is hereby deleted in its entirety and replaced with the Exhibit F attached to this Renewal.
- i. Exhibit G to the Agreement is hereby deleted in its entirety and replaced with the Exhibit G attached to this Renewal.

#### 4. Incorporation

Except as otherwise set forth in this Renewal, from and after the effective date of this Renewal, the Agreement, as amended by this Renewal, and all of the referenced Exhibits to the Agreement, shall remain in full force and effect and are hereby ratified and confirmed in all respects. This Renewal is hereby incorporated into the Agreement, and from and after the effective date of this Renewal, the Agreement and this Renewal shall be read and construed as one instrument (the "Amended Agreement"). Additionally, from and after the effective date of this Renewal, any reference in the Agreement to the "Agreement" shall be deemed to refer to the Amended Agreement. In the event of any conflict or inconsistency between this Renewal and the Agreement, the Renewal shall control, and the Amended Agreement shall be construed accordingly.

#### 5. Effect of Renewal

Except as expressly provided herein, this Renewal shall not be deemed a modification or waiver of any other term or condition of the Agreement or of any other representation, warranty, bond, instrument, or other agreement referred to therein and does not constitute a waiver or consent to noncompliance. Except as expressly provided in this Renewal, all of the Parties' obligations, covenants, representations, and warranties under the Agreement shall remain the same, without limitation.

#### 6. Execution of Renewal

This Renewal may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronically scanned signatures of this Agreement that are submitted by e-mail in PDF format shall constitute original signatures for the purposes of execution of this Agreement. Electronic/digital signatures shall also constitute original signatures for the purposes of execution of this Agreement.

[CONTINUED ON NEXT PAGE]

The Parties have read and fully understand this document and agree to renew and amend the Agreement as set forth herein. The Parties attest that the individuals executing it have the authority to legally bind them and do so here.

***IN WITNESS WHEREOF***, the Parties, by signing below, indicate their agreement to this Renewal.

**Ohio Department of Commerce  
Division of Industrial Compliance**

**Local Health Department/District**

\_\_\_\_\_  
Robb Coventry, Superintendent

\_\_\_\_\_  
LHD Authorized Representative Signature

\_\_\_\_\_  
LHD Authorized Representative Name

\_\_\_\_\_  
LHD Authorized Representative Title