

TEMPORARY RESOLUTION NO. 138-21

PERMANENT RESOLUTION NO. 139-21

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY GENERAL HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES

WHEREAS, the current contract with the Fairfield County General Health District for public health services will expire on December 31, 2021; and

WHEREAS, the Fairfield County Board of Health and the City of Lancaster have agreed to a one (1) year contract commencing January 1, 2022 – December 31, 2022;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, OHIO

SECTION 1. That the Mayor is hereby authorized to enter into a contract with the Fairfield County General Health District for public health services for a contract period of one (1) year, which will expire on December 31, 2022, in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 12/13/21 after 2nd reading. Vote: Yeas 9 Nays 0

Date Approved: 12/13/21

Clerk: Jeresa Lee Sandy

David C. Ull  
President of Council

Offered by: Melody L. Bobbitt

David L. Sheffer  
Mayor

Second by: Paul M. Cent

Requested by Finance Committee

# CONTRACT

Between

The Fairfield County Board of Health

And

The City of Lancaster

This contract entered into by and between the City of Lancaster (hereafter referred to as "City"), with its principal address being 104 E Main Street, Lancaster, Ohio 43130, and the Board of Health of the Fairfield County General Health District (hereafter referred to as "Board" or "Fairfield Department of Health") for Public Health services.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01. ORC Section 3709.08 authorizes cities in Fairfield County contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as the "Council") of the Fairfield County General Health District, created by ORC 3709.03, held a public meeting on \_\_\_\_\_, at which by a majority vote of members representing the Council affirmatively to provide public health services to the cities in Fairfield County, and to authorize the Chairman of the Council to enter into a contract with the each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills, and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

## SECTION 1 - SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Fairfield County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code.

Regulations of the Fairfield Department of Health shall apply to and be enforceable within the jurisdiction of the Fairfield County General Health District and the City.

The Fairfield County Prosecutor shall be responsible for any civil litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract, or the performance hereunder, shall be brought only in an Ohio court of competent jurisdiction in Fairfield County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

## SECTION 2 - TERM

Said public health services shall be furnished for a one (1) year term, beginning January 1, 2022 and ending December 31, 2022, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

## SECTION 3 - COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

## SECTION 4- PUBLIC HEALTH PAYMENT FEES & CHARGES

For 2022, the City shall pay the Board for said public health services furnished to the City and the inhabitants thereof, the sum of Three Hundred Fifty Thousand dollars (\$350,000.00), notwithstanding any fee established pursuant to the sections set forth below.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January of each year and 50% of the total contract amount in June of the same year.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1 above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Fairfield County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

## SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The City, through its Building Department, shall issue permits and collect fees for and conduct such plumbing inspections. The Board shall not provide plumbing inspections within the City under this contract.

## SECTION 6 – MOSQUITO CONTROL SERVICES

The Board shall furnish, at no additional cost to the City, such mosquito control services as are needed to control mosquito-borne disease. The City conducts its own mosquito control program for nuisance control. The Board employs an integrated pest management approach to vector control, which includes trapping, breeding site identification and control measures. Additional mosquito spraying beyond addressing public health hazards may be requested by the City at a fee established by the Board of Health.

## SECTION 7 - APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City of Lancaster, pursuant to the provisions of Permanent Resolution\_\_\_\_\_ (attached hereto as Exhibit A) passed and approved on\_\_\_\_\_ authorizing a contract effective date of January 1, 2022.

The City has determined that Fairfield County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE FAIRFIELD COUNTY GENERAL HEALTH DISTRICT

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Chairperson

FAIRFIELD COUNTY PUBLIC HEALTH

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Health Commissioner

CITY OF LANCASTER, OHIO

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Mayor

APPROVED AS TO FORM:

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Prosecuting Attorney

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City Law Director

## SCOPE OF WORK

Fairfield County Board of Health ("Board") hereby agrees to provide health services for the City for the calendar year 2022-2024 as set forth below ("Services").

The Board shall have full authority to be and act as the public health authority for the City.

The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.

The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| List of Functions, Programs and Services                                                     |
| Administrative Services:                                                                     |
| Administration                                                                               |
| Budget, Accounts Payable, Accounts Receivable                                                |
| Communication & Marketing                                                                    |
| Grant Writing & Management                                                                   |
| Records Management                                                                           |
| Reports - Financial & Statistical                                                            |
| Data Services:                                                                               |
| Community Health Assessment                                                                  |
| Health Data                                                                                  |
| Environmental Health:                                                                        |
| Food Service Operation Licensing, Inspection & Education                                     |
| Mosquito Control Services & Education                                                        |
| Nuisance Enforcement & Education                                                             |
| Plumbing Inspections                                                                         |
| Public Swimming Pool & Spa Licensing, Inspection & Education                                 |
| Rabies Surveillance - Animal bite investigation and follow up                                |
| Communicable Disease Control                                                                 |
| Retail Food Establishment Licensing, Inspection & Education                                  |
| School Facilities Inspection & Education                                                     |
| Sewage Treatment System Permitting, Inspection & Education                                   |
| Smoke Free Workplace Enforcement & Education                                                 |
| Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement |
| Tattoo & Body Piercing Permitting, Enforcement & Inspection                                  |
| Park and Camp Licensing, Enforcement & Inspection                                            |
| Private Water Systems Permitting, Testing & Education                                        |
| Emergency Preparedness:                                                                      |
| Public Health Emergency Preparedness                                                         |
| Epidemiology, Surveillance, Investigation Services:                                          |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB) |
| Disease Outbreak Management                                                            |
| Health Promotion                                                                       |
| Health Systems & Planning:                                                             |
| Community Health Improvement Plan                                                      |
| Public Health Accreditation                                                            |
| Immunization Services:                                                                 |
| Childhood and Adult Vaccine Administration Services                                    |
| Immunizations and screenings - Fee for Service                                         |
| Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services       |
| WIC Program and Services                                                               |
| Safe Sleep & Infant Mortality Prevention Initiatives & Education                       |

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.