

TEMPORARY RESOLUTION NO. 48-13

PERMANENT RESOLUTION NO. 52-13

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

WHEREAS, the contract period is for a two (2) year term running January 1, 2013 – December 31, 2014; and

WHEREAS, the parties may extend the term of this Agreement upon mutual written consent;

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

SECTION 1. That the Mayor be and is hereby authorized enter into a contract with the Fairfield County General Health District for a contract period of two (2) years, which will expire on December 31, 2014, in an amount not to exceed Two Hundred Eighty-Four Thousand Nine Hundred Sixty Dollars (\$284,960.00) for 2013 and 2014.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law and be considered in effect back dated to January 1, 2013.

Passed: 4/8/13 after 3<sup>rd</sup> reading. Vote: Yeas 9 Nays 0

Date Approved: 4/8/13

Clerk: Jeresa Lee Sandy

Rena J. Cook  
President of Council

Offered by: Tom Smith

Tom Smith  
Mayor

Second by: Jim [Signature]

Requested by Finance Committee

FAIRFIELD COUNTY GENERAL HEALTH DISTRICT  
HEALTH SERVICES CONTRACT

*Between the:*

*The District Advisory Council  
of the Fairfield County Health Department  
1587 Granville Pike  
Lancaster, Oh 43130*

*Phone (740) 653-4489 /Fax (740) 653-6626*

*and*

*The City of Lancaster, Ohio  
104 East Main Street  
Lancaster, Ohio 43130*

## **CONTRACT**

### **BETWEEN THE CITY OF LANCASTER, OHIO, AND THE DISTRICT ADVISORY COUNCIL OF THE FAIRFIELD COUNTY GENERAL HEALTH DISTRICT.**

This contract ("Contract") is made and entered into effective January 1, 2013 by and between the City of Lancaster, Ohio, a municipal corporation constituting a city health district with offices at 104 East Main Street, Lancaster, Ohio 43130, and the District Advisory Council of the Fairfield County General Health District with offices at 1587 Granville Pike, Lancaster, Ohio 43130 pursuant to Ohio Revised Code Section 3709.08.

### **WITNESSETH**

WHEREAS, the City of Lancaster, Ohio seeks to purchase certain public health services from the District Advisory Council of the Fairfield County General Health District pursuant to the terms and conditions set forth below; and

WHEREAS, the District Advisory Council of the Fairfield County General Health District is willing to provide such public health services to the City of Lancaster, Ohio pursuant to the terms and conditions set forth below.

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Contract to hereby agree as follows:

#### **SECTION I.**

**SERVICES** - The Chairperson of the District Advisory Council ("the Council") of the Fairfield County General Health District shall, for the consideration hereinafter stated, furnish to the City of Lancaster, Ohio, and inhabitants thereof (collectively, "the City"), all such public health services as are furnished by said Council to all other cities, villages and townships and the inhabitants thereof, of Fairfield County, Ohio. Said services to the City shall include the following Minimum Public Health Standards for Local Health Departments, as set forth in the most current Ohio Administrative Code statutes as follows:

- 3701-36-04 Protect people from disease and injury
- 3701-36-05 Monitor health status
- 3701-36-06 Assure a safe and healthy environment
- 3701-36-07 Promote healthy lifestyles
- 3701-36-08 Address the need for personal health services
- 3701-36-09 Administer the health district

In addition to the foregoing, the Fairfield County General Health District ("the District") shall provide to the City other public health services such as:

- Newborn home visitation for Help Me Grow Clients
- Public Health Emergency Preparedness

- Communicable disease case management
- Vital Statistics (birth and death records)
- Bureau for Children with Medical Handicaps (BCMh) services
- Women, Infants, and Children (WIC)
- Child Fatality Review Board (CFRB)
- Immunizations
- Others as needed to fulfill the Public Health Standards listed above

and including the enforcement of the following Fairfield County Board of Health Regulations:

- (709) Rabies Investigation and Control
  - (712) Rat Control
  - (715) Dead Animals
  - (718) Sewage Nuisance
  - (720) Household Sewage Treatment Systems
  - (19) Subdivisions
- All other applicable sections of Fairfield County General Health District Regulations, and/or Ohio Revised Code, and/or Ohio Administrative Code.

The City shall adopt, as soon as allowable according to law, the current version of the above-described regulations of the Fairfield County General Health District.

Such services shall be rendered, if deemed appropriate and necessary in the reasonable discretion of the District, when requested by (a) the citizens of City, (b) officials of the City’s government, (c) authorized authorities for the City of Lancaster School District, (d) medical professionals practicing in or around the City of Lancaster, Ohio, or (e) when otherwise required by state statute.

The Lancaster City Law Director (on behalf of the City of Lancaster) shall be responsible for prosecuting all misdemeanor offenses brought for or on behalf of the District. The Office of Fairfield County Prosecutor (“County Prosecutor”) shall be responsible for prosecuting all felony offenses brought for or on behalf of the District. In addition, the County Prosecutor shall be responsible for handling throughout Fairfield County on behalf of the District all civil litigation, including nuisance actions, to enforce the rules and regulations for which the District is responsible (“Civil Enforcement Actions”) regardless of whether the events underlying such Civil Enforcement Actions occurred within or without the geographic boundaries of the City of Lancaster.

SECTION 2.

TERM – This contract shall be in effect, and the public health services to be provided by the District hereunder shall be furnished, beginning at 12:01 a.m. on January 1, 2013, and ending at 11:59 p.m. on December 31, 2014. The parties may extend the term of this Agreement upon mutual written consent.

SECTION 3.

REPORT - The District’s Health Department (“the Health Department”) shall render a

report quarterly to the Mayor on all services directly rendered to the citizens of the City. Such a report shall describe the type of service rendered, where and for whom the service was rendered, and the number of cases, visits or other appropriate work units involved in the rendering of such services.

#### SECTION 4.

COMPENSATION - The City shall pay to the District for the public health services furnished hereunder in 2013 and 2014 to the City and its inhabitants the sum of Two Hundred Eighty-Four Thousand Nine Hundred Sixty Dollars and No Cents (\$284,960.00) payable in equal quarterly payments on January 3, April 1, July 1, and October 3. Said quarterly payments shall be sent or delivered to the principal offices of the District's Health Department. If the parties agree to an extension of this Contract, it shall be by to assist the County Health District in budgeting. Provided that a renewal is agreed to in writing and authorized by the City no later than September 30, said renewal amount shall reflect the same percentage discount, if any, received for any across the board discount granted by the Board to all of the municipal corporation and township member entities (collectively, "the Members") of the Fairfield County General Health District.

~~For purposes of this section the "percentage discount", if any is given, shall be calculated as follows: the total amount to be paid by all the Members to the District, as determined by the District, for the year 2013 shall be subtracted from the total amount paid by all the Members to the District for year 2014 ("the Difference"). Thereafter, the Difference shall be divided by the total amount paid by all the Members to the District for 2013 to create a percentage which shall be the percentage discount. Notwithstanding the above, (a) there shall be no percentage discount taken if the total amount to be paid by the Members in 2013 as determined by the District is the same or more than the total amount that was paid by the Members in 2013 and (b) nothing herein shall require that the District or the Board offer any across the board discounts to the Members and (c) the determination as to whether or not such across the board discount shall be offered is within the sole discretion of the General Health District.~~

#### SECTION 5.

NUISANCE/FEES - In any instance where the District expends funds to abate a nuisance within the geographic boundaries of the City of Lancaster, Ohio pursuant to Section 1, above, the Health Department may invoice the City, and the City shall pay to the Health Department in addition to those sums set forth in Section 4, above, the costs of such nuisance abatement. Said payment shall be made by the City no later than thirty (30) days after the City's receipt of said invoice. The District agrees to certify such nuisance abatement costs to the Fairfield County Auditor to be recorded as a lien against the property or properties on which the nuisance occurred and shall reimburse all funds, if any, recovered under such a lien to the City. The Health Department shall obtain written approval from the City prior to taking action to abate said nuisance in order to avoid duplicative enforcement.

#### SECTION 6.

APPROVAL -This Contract is approved by a majority of the members of the legislative authority of the City of Lancaster, Ohio, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_

\_\_\_\_\_. This Contract is approved by a majority of the members of the Council pursuant to a resolution passed on \_\_\_\_\_, 2013.

SECTION 7.

POWERS - The parties hereto have each determined that the Board of Health of the District is organized and equipped to provide adequate health service which is the subject of this Contract. Pursuant to Ohio Revised Code section 3709.08, the Fairfield County General Health District shall have all the powers and perform all the duties required of a board of health of the city health district within the jurisdiction of the City of Lancaster, Ohio.

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

\_\_\_\_\_  
Chairperson Date

FAIRFIELD COUNTY GENERAL DISTRICT BOARD OF HEALTH

\_\_\_\_\_  
Larry Hanna. Date  
Health Commissioner

THE CITY OF LANCASTER, OHIO

\_\_\_\_\_  
Mayor Date



FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificate now outstanding.

\_\_\_\_\_  
FISCAL OFFICER  
City of Lancaster, Ohio

\_\_\_\_\_  
DATE

Contracts/City of Lanc FC approved K 3 7 2013

DRAFT