

**FRANKLIN COUNTY BOARD OF HEALTH
INTEGRATED MOSQUITO MANAGEMENT SERVICES
CONTRACT**

Between the:

*The Franklin County Board of Health
280 E. Broad Street
Columbus, Ohio 43215*

Phone (614) 462-3160 / Fax (614) 462-3851

and

*The City of Gahanna, Ohio
200 S. Hamilton Road
Gahanna, OH 43230*

2008

EXHIBIT A

CONTRACT

BETWEEN THE CITY OF GAHANNA, OHIO AND THE FRANKLIN COUNTY BOARD OF HEALTH.

This contract made and entered into by and between the City of Gahanna, Ohio, a Municipal Corporation, and the Franklin County Board of Health, pursuant to Ohio Revised 3709.08 and 3709.281.

WITNESSETH

SECTION 1. The Franklin County Board of Health shall for the consideration hereinafter stated, furnish to the City of Gahanna, Ohio, with integrated mosquito management services. This service exceeds the Minimum Public Health Standards for Local Health Departments outlined in Ohio Administrative Code 3701-36-04 through 3701-36-09.

SECTION 2. The integrated mosquito management services shall include public information, mosquito surveillance, mosquito breeding site reduction, larviciding, catch basin treatment, and adult mosquito control.

SECTION 3. Said integrated mosquito management services shall be furnished for a period beginning March 1, 2008 and remain in full force until December 31, 2008. Full integrated mosquito management services will be in effect beginning May 15, 2008 through October 15, 2008 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice.

SECTION 4. The Franklin County Board of Health shall render a report every month to the mayor and/or other designated representative of the City of Gahanna on all services directly rendered to the citizens of Gahanna. Such report shall describe mosquito trap numbers, West Nile virus positive mosquitoes, location and treatment of mosquito breeding sites (including catch basins), complaint investigations, and adulticide treatment areas.

SECTION 5. The City of Gahanna, Ohio shall pay to the Franklin County Board of Health for said integrated mosquito management services furnished to the City of Gahanna, Ohio and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County Board of Health at a per capita rate of \$0.19, not to exceed \$6,479.00

SECTION 6. Said sum or sums of money shall be paid by the City of Gahanna, Ohio to the Franklin County Board of Health monthly and shall be paid within thirty (30) days after receiving a statement from the Franklin County Board of Health.

SECTION 7. This contract is approved by a majority of the members of the legislative authority of the City of Gahanna, pursuant to the provisions of Resolution/Ordinance _____ dated _____.

SECTION 8. The City of Gahanna, Ohio has determined that the Franklin County Board of Health is organized and equipped to adequately provide the service that is the subject of this contract. Pursuant to Ohio Revised Code section 3709.281, the Franklin County Board of Health may exercise the same powers as such legislative authority possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, it undertakes to perform or render, and all powers necessary or incidental thereto.

SECTION 9. The Franklin County Board of Health may subcontract without City's approval for the purchase of articles, supplies, components or special mechanical services, or for personnel and services involved in the type of work described herein, but which are required for its satisfactory completion. All work subcontracted will be at the expense of the Franklin County Board of Health.

SECTION 10. Upon receipt of four (4) months notice of suspension or termination, the Franklin County Board of Health shall cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs.

1. In the event of suspension or termination, the Franklin County Board of Health shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by Franklin County Board of Health based on a reasonable percentage of the total services performed, as determined by Franklin County Board of Health, less any funds previously paid to the Franklin County Board of Health.

SECTION 11. The Franklin County Board of Health's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable by the City to the Franklin County Board of Health under the contract or the amount of direct damages incurred, whichever is less. The City's sole and exclusive remedy against Franklin County Board of Health for any alleged failure to perform under the contract shall be as set forth in this Article. IN NO EVENT SHALL FRANKLIN COUNTY BOARD OF HEALTH BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF FRANKLIN COUNTY BOARD OF HEALTH KNEW OR SHOULD HAVE KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 12. The City agrees to hold the Franklin County Board of Health harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The City agrees to defend the Franklin County Board of Health against any such claims or legal actions if called upon by the Franklin County Board of Health to do so.

SECTION 13. This contract constitutes the entire agreement between the parties, and any changes or modifications to this contract shall be made and agreed to in writing.

SECTION 14. Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
Construction:

This contract shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of 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.

FRANKLIN COUNTY BOARD OF HEALTH

Susan A. Tilgner
Susan A. Tilgner, M.S., R.D., L.D., R.S.
Health Commissioner

4/28/08

Date

CITY OF GAHANNA, OHIO

Mayor

Date

APPROVED AS TO FORM

William J. Steha
Assistant Prosecuting Attorney
Franklin County, Ohio

5-5-08

Date

Law Director
City of Gahanna, Ohio

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 certificated now outstanding.

DIRECTOR OF FINANCE
CITY OF GAHANNA

DATE