



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0084-2022

File Number: ORD-0084-2022

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT THE BOARD OF HEALTH OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT FOR 2023 PUBLIC HEALTH SERVICES, WAIVING SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, the City has a continuing program with the Franklin County Board of Health for public health services in the City of Gahanna; and

WHEREAS, said services include such things as health data, food service operation licensing, inspection and education, healthy homes (lead and radon) inspection and education, vector control education, public health nuisance enforcement and education, plumbing and medical gas inspections, rabies surveillance, retail food establishment licensing, inspection and education, public health emergency preparedness, and immunization services; and

WHEREAS, the cost of the 2023 program is \$343,147.30 (\$9.5996 per capita x 35,746 population); and

WHEREAS, a contract has been requested effective January 1, 2023, and ending December 31, 2023; and

WHEREAS, the Administration recommends passage of this Ordinance with waiver of second reading and declaration of an emergency immediately necessary for the preservation of public peace, safety, health, and welfare of the City due to the effective date of the contract and ongoing need to provide for vital public health services to residents.

NOW, THEREFORE, BE IT ORDANINED BY COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to enter into contract with Franklin County Public Health for ongoing health services in the City of Gahanna for the 2023 fiscal year, said agreement attached hereto as EXHIBIT A, and made a part herein.

Section 2. That for the reasons set forth in the preamble, the second reading is hereby waived, and this Ordinance is declared an emergency measure which shall be in full force and effect immediately upon passage by this Council and on date of signature of approval by the Mayor.

At a meeting of the City Council on December 19, 2022, a motion was made by Schnetzler, seconded by Bowers, that this Ordinance be Adopted. The vote was as follows:

Ms. Angelou, yes; Ms. Bowers, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzler, yes; Mr. Weaver, yes.

President


Stephen A. Renner

Date

12/19/2022

Attest by Jeremy A. Van Meter
Jeremy A. VanMeter
Clerk of Council

Date 12/19/2022

Approved by the Mayor Laurie A. Jadwin
Laurie A. Jadwin

Date 12-19-2022

Approved as to Form Raymond J. Mularski
Raymond J. Mularski
City Attorney

Date 12/20/22

PUBLIC HEALTH SERVICES CONTRACT

Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF Gahanna

This Public Health Services Contract (the "Contract") entered into by and between the City of Gahanna (hereafter referred to as "City"), with its principal address being 200 S. Hamilton Rd., Gahanna, OH 43230, and the Board of Health of the Franklin County Public Health (hereafter referred to as "Board" or "FCPH") for 2023 Public Health Services (the "Services") under the approval of Resolution No. 22-158, dated September 13, 2022.

WHEREAS, FCPH is a general health district as defined under Ohio Revised Code ("ORC") Section 3709.01.

WHEREAS, ORC Section 3709.08 authorizes cities in Franklin County, Ohio to contract with the Board to provide the Services to and within the City.

WHEREAS, the District Advisory Council (hereafter referred to as "Council") of the Franklin County Public Health, created by ORC 3709.03, after giving due notice by publication, as required by law, held a public meeting on March 28, 2022, at which members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, by a majority vote, and authorized the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

WHEREAS, FCPH 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 Ohio law and the terms and conditions of this Contract.

WHEREAS, pursuant to ORC 3709.08(C), the Contract was submitted to the State of Ohio's director of health. FCPH 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.

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

NOW THEREFORE, for the mutual considerations herein specified, the City and FCPH, hereby agree to the terms and conditions, as follows:

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 Franklin County, Ohio. The Services shall include

all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. The Services shall meet the minimum standards and optimal achievable standards for boards of health and local health departments, pursuant to ORC Section 3701.342, and shall include enforcement of all rules and regulations, pursuant to the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

The current version of the above-referenced regulations of Franklin County Public Health shall apply to, and be enforceable within, the jurisdiction of the Franklin County Public Health and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of the City.

SECTION 2 – TERM AND TERMINATION

The term of this Contract shall begin on January 1, 2023 and end on December 31, 2023, subject to the termination provisions herein. Either party to this Contract shall have the right to terminate the Contract upon 120 days written notice. This Contract shall not have any renewal terms.

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

The City shall pay the Board for Services furnished to the City. The fee for such payment shall be based on a per capita rate of \$9.5996. The total cost for the Services for 2023 shall not exceed \$ 343,147.30 (the "Fee"), notwithstanding any fee established pursuant to the sections set forth below.

Such Fee shall be paid to the Board in installments of 50% of the total contract amount in January 2023 and 50% of the total contract amount in June 2023 through the process of withholding such amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor.

In any instance where the Board expends funds to abate a nuisance within the City, pursuant to Section 1 above, the Board may invoice the City for the costs of such nuisance abatement and the City shall pay such cost. The cost of any such abatement shall be in addition to the Fee set forth herein.

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

SECTION 5 – PLUMBING AND MEDICAL GAS SERVICES AND FEES

5.01 Plumbing Services and Fees

The City, through its Building Department, shall issue plumbing permits and collect fees for such permits. The fees to be charged by the City shall be the most current fees charged by the FCPH. The City shall pay FCPH sixty (60) percent of all plumbing permit fees collected by the City. The City shall provide FCPH monthly statements of all permits issued, and permit fees collected. FCPH shall then invoice the City for sixty (60) percent of the permit fees collected based on the City's monthly statements. The City shall pay said amount, within thirty (30) days after receipt of the invoice.

FCPH shall receive all plumbing plans, conduct review of such plans, and collect and retain fees for plan review, and conduct inspections for all plumbing installations within the City. Inspectors shall be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards.

5.02 Medical Gas Services and Fees

FCPH shall receive all medical gas plans and shall provide plan review and inspections for all medical gas installations within the City. FCPH will issue permits, and collect and retain fees, for such medical gas plans and permits. Inspectors shall be certified by the American Society of Safety Engineers (ASSE) and the Ohio Board of Building Standard as Medical Gas Inspectors.

SECTION 6 – ACTUAL LIABILITIES

The City shall be responsible for any litigation involving enforcement of health regulations within the corporate limits of the City.

Each party to this Contract shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Contract, or its failure to comply with the terms of this Contract, as determined by a court of competent jurisdiction. Nothing in this section shall be construed as an obligation of the either party to defend, hold harmless, or indemnify any other party, entity, or individual, even for claims that are the result of negligent acts or omissions of such other party.

SECTION 7 – GOVERNING LAW AND VENUE

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 Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 8 – APPROVAL

This Contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance 0084-2022 dated 12/19/2022.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the Services that are 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
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Joseph T. Martin 1/23/2023
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola 1/23/2023
Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF Gahanna, OHIO

Laurie A. Jadwin 1/19/2023
Mayor Date

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

Robin L. Moorhead 1/23/2023
Assistant Prosecuting Attorney Date
Attorney for Franklin County Public Health

Ray Mularski 1/22/2023
City Attorney Date
City of Gahanna, Ohio

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.

Joann Bury
Fiscal Officer
City of Gahanna, Ohio

1/22/2023
Date

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2023 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: |
| Body Art Business Approval, Inspection and Education |
| Food Service Operation Licensing, Inspection & Education |
| Healthy Homes (Lead, Radon) Inspection & Education |
| Vector Control Education |
| Public Health Nuisance Enforcement & Education |
| Plumbing & Medical Gas Inspections |
| Public Swimming Pool & Spa Licensing, Inspection & Education |
| Rabies Surveillance - Animal bite investigation and follow up |
| 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 |
| Sustainability Education and Efforts |
| Temporary Park Camp Licensing, Enforcement & Inspection |
| Water Quality Permitting, Testing & Education |
| Emergency Preparedness: |

| |
|----------------------------------------------------------------------------------------|
| Community Outreach and Education |
| Injury Prevention/Opiate Crisis Programs & Education |
| Public Health Emergency Preparedness |
| Planning and Cities' Readiness Initiative activities |
| Epidemiology, Surveillance, Investigation Services: |
| Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB) |
| Disease Outbreak Management |
| Health Promotion: |
| Community Health Action Teams |
| Farm to School Program |
| Nutrition & Physical Activity Education Programs |
| Safe Routes to Schools |
| Tobacco Use Prevention, Education & Cessation Program |
| Health Systems & Planning: |
| Community Health Improvement Plan |
| Data & Information Technology |
| Public Health Accreditation |
| Immunization Services: |
| Childhood and Adult Vaccine Administration Services |
| Occupational Health: |
| Immunizations and screenings - Fee for Service |
| Maternal & Child Health: |
| Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing 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.