

CONTRACT TO EXPAND WARREN COUNTY COMBINED HEALTH DISTRICT

This Contract is made this 18 day of March, 2002, between the Warren County Advisory Health Council (hereinafter referred to as "the Advisory Council"), with its offices located at 416 S. East Street, Lebanon, Ohio 45036; City of Carlisle (hereinafter referred to as "Carlisle"), with its offices located at 760 Central Avenue, Carlisle, Ohio 45005; City of Franklin (hereinafter referred to as "Franklin"), with its offices located at 35 East Fourth Street, Franklin, Ohio 45005; City of Lebanon (hereinafter referred to as "Lebanon"), with its offices located at 50 South Broadway, Lebanon, Ohio 45036; City of Mason (hereinafter referred to as "Mason"), with its offices located at 202 West Main Street, Mason, Ohio 45040; City of Springboro (hereinafter referred to as "Springboro"), with its offices located at 320 West Central Avenue, Springboro, Ohio 45066 (hereinafter referred to collectively as "the Participating Cities"). The following circumstances are present at the time of this Contract.

WHEREAS, Ohio Rev. Code §3709.07 provides for the establishment of a union of a County General Health District with a City Health District or Districts; and

WHEREAS, the Warren County General Health District, by Contracts executed on February 12, 1971 and December 15, 1987, formed the Warren County Combined Health District (hereinafter referred to as the "Health District"); and

WHEREAS, Carlisle has expressed its intention to join the Health District;

NOW, THEREFORE, the parties agree as follows:

- I. The administration and operation of the Health District shall be in accordance with the following provisions:
 - A. The Advisory Council shall consist of the President of the Board of Warren County Commissioners; chief executive of each Village and City in Warren County and the President of the Board of Township Trustees of each Township in Warren County, as provided in Ohio Rev. Code §§3709.03 and 3709.07. The Advisory Council shall organize and transact business pursuant to Ohio Rev. Code §3709.03. The Advisory Council shall hold an annual meeting as provided in Ohio Rev. Code §3709.03, and at such meeting, shall elect at-large members to serve on the Health District Board.
 - B. There shall be a Health District Board composed of one member appointed by the chief executive of each of the Cities of Franklin, Lebanon, Mason and Springboro and four (4) at-large members appointed by the Advisory Council and one (1) at-large

member appointed by the District Licensing Council pursuant to Ohio Revised Code §3709.41(C).

- C. The members appointed by the chief executives of the Cities of Franklin, Lebanon, Mason and Springboro shall serve at the pleasure of their respective appointing authority.
- D. The at-large members elected by the Advisory Council shall serve for four (4) years following their election or until duly qualified successors are elected. Vacancies shall be filled by appointment of the Chairman of the Health District Board. Thereafter, the Advisory Council shall elect at-large one(1) member each year for a four (4) year term.
- E. Not more than one (1) at-large member elected by the Advisory Council shall be a resident of the same Township.
- F. The Health District Board shall reorganize annually following the first Monday of March and not later than April 1 of each year, and at such other times as is necessitated by changes in membership.
- G. At such organizational meetings, the Health District Board shall elect from its membership, a chairman, a vice-chairman, and a secretary.
- H. Whenever the resignation of a member of the Health District Board or expiration of term of a member results in there being no physician on the Board, the next member elected or appointed shall be a physician.
- I. Services to be provided to the City Health Districts and to General Health Districts shall include:
 - 1. All those which are mandatory under laws of the State of Ohio.
 - 2. On request of any Township, or Participating City, the Board, within the capability of its personnel and other resources, shall enforce ordinances of such municipality which pertain to health, including follow up through the courts.
 - 3. All services shall be equally available to all parties to the Contract except as provided for herein and except for plumbing inspection which shall be furnished upon request.
- J. At least quarterly, the Board shall submit a report showing revenues and expenses in detail and the services rendered, including breakdown for each party to the Contract,

and including the number and type of inspections, complaint investigations, immunizations, nursing services and all operations of the Health District. Copies shall be sent to each Township, and Participating City.

- K. Each political subdivision, Village, Township and Participating City shall pay into the General Fund of the Health District on a pro-rata basis in proportion to its relative tax duplicate. The budget procedure and other procedures not in conflict with this Contract, as provided for in Ohio Rev. Code §3709.28 shall be followed. However, the maximum amount which may be assessed against any political subdivision shall not exceed that obtained by multiplying a political subdivision's tax duplicate by the lowest tax rate within the ten (10) mill limitation which is assessed by any participating political subdivision.
- L. In addition to the pro-rata portion as provided above, the subsidies provided by the State of Ohio under the provisions of Ohio Rev. Code §3709.09 shall be paid into the General Fund of the Health District by each Participating City.

II. LENGTH OF CONTRACT:

This Contract shall become effective upon execution of all parties and shall remain in force and effect indefinitely, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

V. INDEMNIFICATION:

Under no circumstances shall the parties be liable for any act, omission, debt, or any other obligation of the other. Each party shall indemnify and save the other and their officers, directors and agents harmless against any claims (including expenses and reasonable attorney's fees) arising directly or indirectly from, or as result of, or in connection with, their respective actions under this Contract.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

VI. PARTIES:

Whenever the terms “the Health District”, “the Advisory Council”, “the Participating Cities” “Carlisle”, “Franklin”, “Lebanon”, “Mason” and “Springboro” are used herein, these terms shall include without exception their employees, agents, successors, assigns, and/or authorized representatives.

VII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provisions of health services, including but not limited to Ohio Admin. Code §3701 *et seq*, as amended.

VIII. ENTIRE CONTRACT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

IX. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

X. CONSTRUCTION:

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the Contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XI. WAIVER:

No waiver by any party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of any party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other. Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XIII. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a party's consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms "termination" or "expiration" are interchangeable, and
- F. Reference to a default will take into consideration any applicable notice, grace and cure periods.

XIV. HEADINGS:

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

XV. NOTICES:

All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: Warren County Combined Health District
416 S. East Street
Lebanon, Ohio 45036
(513)695-1228

TO: Warren County Advisory Health Council
416 S. East Street
Lebanon, OH 45036
(513)695-1228

TO: City of Carlisle
760 Central Avenue
Carlisle, Ohio 45005
(937)746-0558

TO: City of Franklin
35 East Fourth Street
Franklin, Ohio 45005
(937) 746-4542

TO: City of Lebanon
50 South Broadway
Lebanon, Ohio 45036
(513)932-3060

TO: City of Mason
202 West Main Street
Mason, Ohio 45040
(513)398-8010

TO: City of Springboro
320 West Central Avenue
Springboro, Ohio 45066
(937)748-4343

XVI. TERMINATION:

This Contract may be terminated at any time with or without cause by agreement of all parties. The withdrawal of one or more of the Participating Cities shall not be cause to

terminate the remainder the Contract provided that at least one Participating City remains in the Health District.

XVII. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

XVIII. ACCEPTANCE:

The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by both parties.

XXIX. AVAILABILITY OF FUNDS:

The certifications of the fiscal agents of the parties on the purchase orders submitted with this Contract are certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 1-2002 of Warren County Advisory Health Council dated March 18, 2002.

WARREN COUNTY ADVISORY COUNCIL

Wazaleh Edwards

This Contract is entered into by Resolution No. _____ of City of Carlisle dated _____.

CITY OF CARLISLE

This Contract is entered into by Resolution No. _____ of City of Franklin dated _____.

CITY OF FRANKLIN

This Contract is entered into by Resolution No. _____ of City of Lebanon dated _____.

CITY OF LEBANON

This Contract is entered into by Resolution No. 2002-10 of City of Mason dated July 8, 2002.

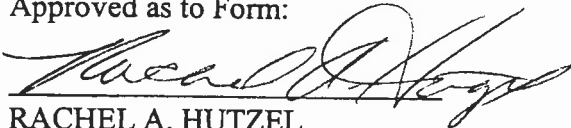
CITY OF MASON

Scot F. Lahmer, City Manager
Scot F. Lahmer

This Contract is entered into by Resolution No. _____ of City of Springboro dated _____.

CITY OF SPRINGBORO

Approved as to Form:



RACHEL A. HUTZEL
Assistant Prosecuting Attorney