

**ORDINANCE NO. 42 - 23**

**By: Sam Marcellino**

**An ordinance to authorize the Mayor and Auditor to enter into a contract between the City of Bexley and Franklin County Public Health.**

**Whereas**, the City of Bexley contracts with Franklin County Public Health for public health department services; and

**Whereas**, Franklin County Public Health has proposed the attached contract for services provided in 2024;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:**

Section 1.

That City Council authorizes the Mayor and the Auditor to enter into the contract which is attached as "Exhibit A".

Section 2.

That the approval of this contract does not in any way prohibit the ability of the City to provide for Temporary Food Service Operation licensure at community events sponsored by the City of Bexley, in accordance with Ohio Revised Code Chapter 3717.

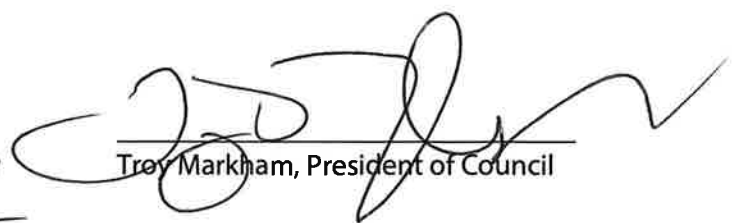
Section 3.

That this Ordinance shall go into full force and effect from and after the earliest period allowed by law.

Passed: Dec 12, 2023

Attest:

  
Matt McPeek, Clerk of Council

  
Troy Markham, President of Council

  
Ben Kessler, Mayor

First Reading: November 28-2023

Second Reading: Dec 5, 2023

Third Reading: Dec 12, 2023





November 2, 2023

RE: Public Health Services and Plumbing Contract

Dear Honorable Mayor/City Manager and Fiscal Officer:

On behalf of Franklin County Board of Health and pursuant to ORC 3709.08, please find the enclosed 2024 contract between the city of Bexley and Franklin County Public Health (FCPH) for Public Health Services and/or Plumbing Services. The funding we receive from our cities, townships, and villages allows the health department to meet core public health capabilities including administration, nursing, assessment, public health nuisance, health education, health promotion, community engagement, communication, epidemiology, behavioral health, addiction, and emergency preparedness.

Building on core funding from our local jurisdictional partners, FCPH continues to diversify its resources through our strategic plan. In 2023, FCPH received direct funding through grants from the Ohio Department of Health, Ohio Commission on Minority Health, Centers for Disease Control and Prevention, the United States Department of Health and Human Services, National Association of City and County Health Officials, the National Environmental Health Association and the Franklin County Board of Commissioners. In addition to these projects, we continually carry out all state-mandated services such as communicable disease investigations as well as license, permits and inspections (e.g., food, pools, body art, and private water). More information about all FCPH programs and services can be found on our website at [myfcph.org/board-meetings-and-fcph-reports](http://myfcph.org/board-meetings-and-fcph-reports).

As an agency, we continue to strive towards achieving our goal of equity. This work includes implementing our declaration of racism as a public health crisis, adopting a new Community Health Improvement Plan, and building new data systems to create a community dashboard and inform future initiatives. We remain focused on improving our programs and services while ensuring the best value for our community.

Thank you for your continued partnership to serve the residents of your community. Please feel free to reach out to our office if you have any questions or if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Mazzola', is written over a light blue horizontal line.

Joe Mazzola, MPA  
Health Commissioner  
Franklin County Public Health  
[joemazzola@franklincountyohio.gov](mailto:joemazzola@franklincountyohio.gov)  
614-493-1411

**PUBLIC HEALTH SERVICES CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF            *Bexley*

This Public Health Services Contract (the "Contract") entered into by and between the City of            *Bexley* (hereafter referred to as "City"), with its principal address being 100 W. Franklin County Road, Bexley, OH 43004, and the Board of Health of the Franklin County Public Health (hereafter referred to as "Board" or "FCPH") for 2024 Public Health Services (the "Services") under the approval of Resolution No. 23-158, dated September 12, 2023.

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 23, 2023 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, 2024, and end on December 31, 2024, 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 \$9.89. The total cost for the Services for 2024 shall not exceed \$ 100,000.00 (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 2024 and 50% of the total contract amount in June 2024 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 42-23 dated Dec 12, 2023.

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

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

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner


THE CITY OF Bexley, OHIO

  
\_\_\_\_\_  
Mayor/City Manager/Administrator Date 2-4-24

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney Date  
Attorney for Franklin County Public Health

  
\_\_\_\_\_  
City Attorney Date 1/19/24  
City of Bexley, 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.

  
\_\_\_\_\_  
Finance Director  
City of Bexley, Ohio

2/9/2024  
\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 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:

<b>List of Functions, Programs and Services</b>
<b>Administrative Services:</b>
Administration
Budget, Accounts Payable, Accounts Receivable
Communication & Marketing
Grant Writing & Management
Records Management
Reports - Financial & Statistical
<b>Data Services:</b>
Community Health Assessment
Health Data
<b>Environmental Health:</b>
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
<b>Emergency Preparedness:</b>

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

## Certificate Of Completion

Envelope Id: 2A54B7164D6D48D2A7D904A1750803FC	Status: Sent
Subject: Please DocuSign: Health Services & Plumbing City Contract - Bexley	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Debra Smith
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	373 S. High Street
	Columbus, OH 43215
	Debra.Smith@franklincountyohio.gov
	IP Address: 134.238.182.41

## Record Tracking

Status: Original 11/6/2023 11:03:42 AM	Holder: Debra Smith Debra.Smith@franklincountyohio.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Franklin County, Ohio	Location: DocuSign

## Signer Events

Signer Events	Signature	Timestamp
Debra Smith Debra.Smith@franklincountyohio.gov Franklin County Public Health Security Level: Email, Account Authentication (Optional)	<b>Completed</b>  Using IP Address: 134.238.182.41	Sent: 11/6/2023 11:07:26 AM Viewed: 11/6/2023 11:07:43 AM Signed: 11/6/2023 11:10:56 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ben Kessler bkessler@bexley.org Mayor Security Level: Email, Account Authentication (Optional)		Sent: 11/6/2023 11:11:11 AM Viewed: 11/10/2023 11:05:32 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 11/10/2023 11:05:32 AM  
ID: 7068fda6-6df3-49d5-995f-dc95fa58c96c

City Attorney  
conditional98003080@placeholder.dsxt.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

City Finance Director  
conditional48980556@placeholder.dsxt.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robin Moorhead  
RMoorhead@franklincountyohio.gov  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joe Mazzola  
JoeMazzola@franklincountyohio.gov  
Security Level: Email, Account Authentication (Optional)