**Agreement**

**For the operations and service between**

**City of Galion**

**AND**

**Galion City Health Department**

This Agreement date the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the City of Galion (“City), a \_\_\_\_\_\_\_ municipal corporation having a usual place of business at 301 Harding Way East, Galion, OH 44833 acting by and through its Mayor, and the Galion City Health Department (“GCHD”) a \_\_\_\_ municipal corporation having a usual place of business at 113 Harding Way East, Galion OH 44833 acting by and through its Health Commissioner.

WHEREAS, The City desires to have GCHD provide it with public health services; and

WHEREAS, City and GCHD are separate entities operating independent of each other, except for certain functions which have been combined by prior actions and shall continue to operate in harmony which are prescribed in this contract.

WHEREAS, The City through the Mayor and City Council, shall select the GCHD Board of Directors to fill unexpired terms on the Board. The Board shall consist of 5 members with staggered expiration dates of 5 years.

WHEREAS, To be in compliance with The Ohio Revised Code as it relates to City Health Department operations and funding, this contact shall specify what functions shall continue to operate jointly and what functions of the GCHD are the responsibility of the GCHD.

NOW THEREFORE, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

1. Pursuant to ORC 3709.31 The treasurer of City which constitutes a city health district shall be the custodian of the health fund of such city health district. The auditor of a city which constitutes a city health district shall act as the auditor of a city health district.

Expenses of a board of health or health department of a city health district shall be paid on the warrant of the auditor of the city issued on vouchers approved by the board of health or health department of a city health district and signed by the health commissioner or the commissioner's designee. A designee of a health commissioner of a general or city health district may sign vouchers only if he has given bond to the board of health in the amount of one million dollars with a company authorized to conduct a surety business in this state as a surety to be held by the board and conditioned on the faithful performance of his duties. The expense or premium of the bond shall be paid by the board and charged to the health fund.

The City’s Auditors Office shall:

1. Serve as GCHD fiscal intermediary. GCHD budget will be located and tracked in the City’s financial system.
2. Post all accounts payable for GCHD. GCHD will follow City’s procedures in submitting invoices for payment.
3. Post all accounts receivable for GCHD. GCHD will follow City’s procedures in submitting accounts receivable for deposit.
4. Be responsible for processing and payment of payroll for GCHD employees. GCHD will submit timesheets on same schedule as other city departments.
5. Be responsible for payment of health insurance and other benefits for GCHD employees.
6. Any unspent GCHD funds will roll over to the following budget year to help reduce the health department ask to the City. Grant funds or programs requiring roll over will be rolled over to satisfy grant program requirements. Grant funds that are to be fully expended within a calendar year will only be rolled over for allowable payments related to the grant.
7. ORC 3709.34 The board of county commissioners or the legislative authority of any city may furnish suitable quarters for any board of health or health department having jurisdiction over all or a major part of such county or city. It is agreed between parties that City will provide GCHD with space to do business, utilities, phone.
8. ORC 3709.33 In general health districts the prosecuting attorney of the county constituting all or a major part of such district shall act as the legal advisor of the board of health. In a proceeding in which the board is a party the prosecuting attorney of the county in which such proceeding is instituted shall act as the legal representative of the board.

THEREFORE, this agreement shall formalize the actions that have been handled in the past by the GCHD and the City. Any issues that arise in the future that are agreed to by both entities shall be reduced to writing and approved by signature by the City representative and the GCHD.

### **Signatures**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

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| --- | --- |
| **CITY:**City of GalionBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Its: Thomas O’Leary, MayorDate:  | **GCHD:**Health CommissionerBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  |  |

Agreed upon this date\_\_\_\_\_\_\_\_\_\_

Galion City Council President:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Galion City Health Department Board President:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Galion City Law Director, as to form:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_