

AMENDED AGREEMENT  
FOR THE ESTABLISHMENT OF A REGIONAL COMBINED HEALTH DISTRICT FOR  
THE ADMINISTRATION OF HEALTH AND ENVIRONMENTAL SERVICES  
WITHIN THE GEOGRAPHICAL JURISDICTION OF LUCAS COUNTY, OHIO

WHEREAS, Ohio Revised Code Section 3709.01 provides that each city within the State of Ohio constitutes a health district known as a "city health district" and the townships and villages within each county are combined into a health district known as a "general health district"; and

WHEREAS, Ohio Revised Code Section 3709.07 authorizes one or more city health districts to unite with a general health district in the formation of a single district; and

WHEREAS, by agreement effective November 2, 1999, (hereinafter the "Agreement") the District Advisory Council for the Lucas County General Health District, the Board of Commissioners, Lucas County, Ohio, and the cities of Toledo, Maumee, Sylvania and Oregon established a regional combined health district known as the Toledo-Lucas County Health Department; and

WHEREAS, the Agreement has been amended from time-to-time for purposes of adding an additional board member and extending the term of the agreement; and

WHEREAS, the City of Waterville, Ohio entered into an agreement effective March 1, 2012, for the Waterville City Health District to unite with the Lucas County General Health District as party to the regional combined health district under the terms and conditions of the Agreement and the amendments thereto; and

WHEREAS, the term of the Agreement is scheduled to expire on January 1, 2020, unless otherwise modified in writing by mutual agreement of the parties;

NOW, THEREFORE, the parties hereto mutually agree to amend the term and certain provisions of the Agreement as follows:

1. EFFECTIVE DATE

This Agreement shall be effective on December 31, 2019, and shall remain effective until January 1, 2021, unless otherwise modified in writing by mutual agreement of the parties.

The regional combined health district shall be fully operational and assume full administration of health and environmental affairs within the Lucas County General Health District and the Health Districts of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville subject to the terms and conditions set forth herein, unless said date is modified in writing by mutual agreement of the parties.

2. DISTRICT ADVISORY COUNCIL OF THE REGIONAL COMBINED HEALTH DISTRICT

Pursuant to Ohio Revised Code Section 3709.07, the District Advisory Council of the regional combined health district shall consist of the members of the District Advisory Council for the Lucas County General Health District and the Mayors of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville, Ohio, and shall have all powers and duties as provided by Ohio Revised Code Section 3709.03.

3. DISTRICT ADVISORY COUNCIL OF THE LUCAS COUNTY GENERAL HEALTH DISTRICT

Nothing in this Agreement shall be construed to change the composition of the District Advisory Council of the Lucas County General Health District as constituted from time to time by the general laws of the State of Ohio.

Specifically, the parties hereto acknowledge and agree that during the term herein, and as a

party to this agreement, the District Advisory Council for the Lucas County General Health District shall remain a separate and distinct entity from that of the District Advisory Council for the regional combined health district. As such separate and distinct entity, the District Advisory Council for the Lucas County General Health District shall be comprised solely of the president of the board of Lucas county commissioners, the chief executive of each village, and the president of the board of township trustees in accordance with Ohio Revised Code Section 3709.03, as such law may be amended from time to time, and shall have the exclusive authority to appoint members of the regional combined board of health as provided herein.

4. CREATION OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board is hereby and herewith created to organize and administer the regional combined health district, as well as, to enforce the health and environmental rules and regulations adopted, applicable and effective within its jurisdictional and geographic boundaries.

5. APPOINTMENT/TERM OF OFFICE OF MEMBERS OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board shall consist of thirteen (13) members who shall serve without pay except that which is provided by the general laws of the State of Ohio as they now or hereafter may exist, to be appointed as follows: four (4) members to be appointed by the District Advisory Council of the members of the Lucas County General Health District to represent the territory of Lucas County outside of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville as the same shall, from time to time, exist; four (4) members to be appointed by the Mayor of the City of Toledo with the approval of the Council to represent the incorporated area of

the City of Toledo as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Maumee with the approval of Council to represent the incorporated area of the City of Maumee as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Oregon with the approval of the Council to represent the incorporated area of the City of Oregon as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Sylvania with the approval of Council to represent the incorporated area of the City of Sylvania as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Waterville with the approval of Council to represent the incorporated area of the City of Waterville as the same shall, from time to time, exist; and one (1) member to be appointed by the Toledo-Lucas County Health Department Licensing Council as the same shall, from time to time, exist. At least one (1) member of the regional combined health district board shall be a qualified physician. Members of the regional combined health district board shall be residents of the area which they represent.

The Mayor of the City of Toledo and the District Advisory Council shall each appoint, as aforesaid, one (1) member to the regional combined health district board for a term of office commencing as of the effective date of this agreement and terminating one (1) year thereafter. Each shall appoint one (1) member to the regional combined health district board for a term beginning with the effective date of this agreement and ending two (2) years thereafter; each shall appoint one (1) member to the regional combined health district board for a term beginning with the effective date of this agreement and ending three (3) years thereafter; and each shall appoint one (1) member to the regional combined health district board for a term beginning with the effective date of this agreement and ending four (4) years thereafter.

The Mayor of the City of Maumee shall appoint, as aforesaid, one (1) member to the

regional combined health district board for a term of office beginning September 14, 1999 and ending March 31, 2002; the Mayor of the City of Oregon shall appoint, as aforesaid, one (1) member to the regional combined health district board for a term beginning January, 2019 and ending July, 2023; the Mayor of the City of Sylvania shall appoint, as aforesaid, one member to the regional combined health district board for a term of office beginning January 24, 2008 and ending July, 2020.

The Mayor of the City of Waterville shall appoint, as aforesaid, one (1) member to the regional combined health district board for a term of office beginning July 28, 2016 and ending June 30, 2023, and; the Toledo-Lucas County Health Department Licensing Council shall appoint, as aforesaid, one member to the regional combined health district board for a term of office beginning September, 2010, and ending September, 2014.

As the term of each member of the regional combined health district board expires the appointing authority shall fill the vacancy created thereby for a four (4) year term. In the event a vacancy is created by death or resignation of a member, or by significant nonattendance by a member as determined by the original appointing authority for such member, the vacancy shall be filled by the original appointing authority for the unexpired term of such member.

#### 6. COMPENSATION FOR THE MEMBERS OF THE REGIONAL COMBINED BOARD OF HEALTH

Members of the regional combined board of health shall be compensated for attendance at meetings and/or reimbursed for expenses in accordance with Ohio Revised Code Section 3709.02 as such law may be amended from time to time.

#### 7. ORGANIZATION AND ADMINISTRATION OF THE REGIONAL COMBINED HEALTH DISTRICT

The organization of the regional combined health district shall be the responsibility of the regional combined health district board created, established and appointed in accordance with Sections 4 and 5 of this agreement consistent with this agreement, the regional combined health district board shall also be responsible for administering the health and environmental affairs within the Lucas County General Health District, the City of Toledo Health District, the City of Maumee Health District, the City of Oregon Health District, the City of Sylvania Health District, and the City of Waterville Health District as provided by the laws of the State of Ohio. The regional combined health district board may adopt rules and regulations for the purposes of administering such health and environmental affairs as authorized by law. The rules and regulations adopted or enacted by the regional combined health district board shall be enforceable throughout its geographical jurisdiction as applicable.

The regional combined health district board shall appoint a Health Commissioner who shall be the Chief Administrative Officer of the regional combined health district. The Health Commissioner shall be responsible for the organization and administration of the regional combined health district subject to the approval of, pursuant to the directives of and consistent with the rules and regulations adopted or enacted by the regional combined health district board.

The regional combined health district board is hereby authorized to contract with the City of Toledo, the Lucas County Board of Commissioners and/or any other person(s) or entity for the purposes of purchasing or leasing equipment, office space or any other service or item the regional combined health district board deems necessary to implement this agreement and carry out the

function of administering health and environmental affairs within the regional combined health district.

Nothing contained herein shall be construed to limit the power or the authority of the regional combined health district board or the Health Commissioner in administering the duties of the regional combined health district provided such administration of duties does not reduce the services to be provided the townships and villages which comprise the Lucas County General Health District, or the services to be provided generally throughout the respective city health districts.

#### 8. COST ALLOCATION

The regional combined health district board shall, no later than March 31st of each year, establish and approve a regional health district budget for the following fiscal year. The fiscal year of the regional combined health district shall be from January 1 through December 31.

The regional combined health district board shall also identify in the regional combined health district budget the intergovernmental revenue amount. The intergovernmental revenue amount is defined as the total district budget minus grant revenues (projected and actual), fee revenues, all other funding sources, and in-kind services provided by the Board of Commissioners, Lucas County, Ohio, and the City of Toledo as defined in Section 11 below. The resulting intergovernmental revenue portion of the regional combined health district budget shall be apportioned among the parties to this agreement as follows, subject to Section 9 below.

The City of Toledo shall provide 69.25% of the total intergovernmental revenue; the villages and townships of Lucas County, Ohio, through the District Advisory Council of the Lucas County General Health District shall provide 16.70% of the total intergovernmental revenue; the City of Oregon shall provide 4.30% of the total intergovernmental revenue, the City of Maumee shall provide 3.8% of the total intergovernmental revenue; the City of Sylvania shall provide 3.35% of the

total intergovernmental revenue, the City of Waterville shall provide .85% of the total intergovernmental revenue, and; the Board of Commissioners, Lucas County, Ohio, shall provide 1.75% of the total intergovernmental revenue.

#### 9. PERIODIC REVISION OF COST ALLOCATION

The regional combined health district board, from time to time during this agreement, and at least every five years shall review and may revise, by a majority approval of the board, the cost allocation of the intergovernmental revenue apportioned to the parties to this agreement.

#### 10. PAYMENTS FOR ALLOCATION OF COSTS

The parties to this agreement hereby agree and authorize the Lucas County Auditor to deduct each parties' share of the intergovernmental revenue directly from the real estate settlement. However, the real estate settlement portion for the City of Toledo shall not exceed .6 mills. In the event that the real estate settlement is insufficient to cover any party's share, the regional combined health district board will invoice the difference directly to the party. Such party will submit payment of the invoiced amount to the regional combined health district board within thirty (30) days of receipt of the invoice.

#### 11. IN-KIND SERVICES

The City of Toledo and the Board of County Commissioners, Lucas County, Ohio, shall provide in-kind to the regional combined health district as detailed in Attachment "A" which is attached hereto and fully incorporated into this agreement.

The in-kind services provided shall be separate from and in addition to the costs allocation computation for intergovernmental revenue as provided in Section 8 above.

#### 12. TERMINATION

Any party may withdraw from, and thereby terminate said party's obligations under, this



agreement by giving written notice of such intent to withdraw to the regional combined health district board. Such written notice must be given more than one (1) year in advance of the effective date of withdrawal from this agreement. During the period between the submission of the written notice of withdrawal to the regional combined health district board and the effective date of the withdrawal from this agreement, the withdrawing party shall be bound by the full force and effect of this agreement.

The regional combined health district board may, by an affirmative vote of a majority of its members, elect to disband the regional combined health district and thereby terminate this agreement. In the event that the regional combined health district board elects to disband the regional combined health district and terminate this agreement, such disbandment and termination shall be fully implemented and effective no less than one (1) year from the date of the regional combined health district board's election for such action. During the period between the regional combined health district board's election to disband the regional combined health district and terminate this agreement and the effective date to fully implement such action, all parties to this agreement shall remain bound by the full force and effect of this agreement.

### 13. LEGAL ADVISOR

The Lucas County Prosecutor's Office shall be the legal advisor of the regional combined health district.

### 14. MISCELLANEOUS

- A. This Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained.
- B. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio.

- C. No amendments, modifications or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and approved and signed by the parties hereto.
- D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.
- E. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless remain valid, binding and subsisting.
- F. The terms and conditions of this Agreement shall not inure to the benefit of any third party or parties.
- G. The headings and titles of the several sections, provisions and clauses of this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.
- H. The parties represent to each other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

**DISTRICT ADVISORY COUNCIL  
GENERAL HEALTH DISTRICT  
LUCAS COUNTY, OHIO**

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**Andrew Glenn  
Chairman**

**Date:** \_\_\_\_\_

**BOARD OF COMMISSIONERS,  
LUCAS COUNTY, OHIO**

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**Tina Skeldon Wozniak  
President/Member**

**Date:** \_\_\_\_\_

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**Peter L. Gerken  
Member**

**Date:** \_\_\_\_\_

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**Gary L Byers  
Member**

**Date:** \_\_\_\_\_

**CITY OF TOLEDO, OHIO**

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**Wade Kapszukiewicz  
Mayor**

**Date:** \_\_\_\_\_

**MAYOR OF SYLVANIA, OHIO**

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**Craig A. Stough  
Mayor**

**Date:** \_\_\_\_\_

**CITY OF MAUMEE, OHIO**

\_\_\_\_\_  
**Richard H. Carr**  
Mayor

**Date:** \_\_\_\_\_

**CITY OF OREGON, OHIO**

\_\_\_\_\_  
**Michael J. Seferian**  
Mayor

**Date:** \_\_\_\_\_

**CITY WATERVILLE**

\_\_\_\_\_  
**Lori Brodie**  
Mayor

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM**  
**JULIA R. BATES**  
**PROSECUTING ATTORNEY**  
**LUCAS COUNTY, OHIO**

\_\_\_\_\_  
**By: James C. Walter**  
Assistant Prosecuting Attorney

**Date:** \_\_\_\_\_