

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2024-18**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
MOBILE HEALTH UNIT SERVICES AGREEMENT WITH THE WARREN COUNTY
HEALTH DISTRICT, AND DECLARING AN EMERGENCY**

WHEREAS, the Warren County Health District (WCHD) operates a mobile health unit to provide health care related services throughout Warren County; and,

WHEREAS, the City of South Lebanon desires to permit the WCHD mobile unit on City property and to provide services to the general public; and,

WHEREAS, immediate action is required to approve the Agreement to allow WCHD to plan and advertise for the mobile health unit to be in the City at the designated times, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. Approve and authorize the Mayor to execute a Mobile Health Unit Services Agreement, a copy of which is attached hereto, with the Warren County Health District.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

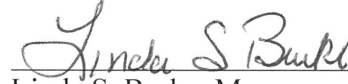
Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

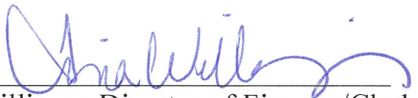
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Adopted this 6th day of June, 2024.



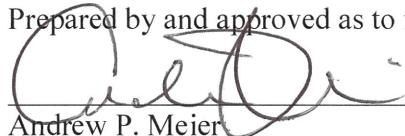
Linda S. Burke, Mayor

Attest: 

Petrina D. Williams, Director of Finance/Clerk

Rules Suspended:	<u>6/6/24</u> (if applicable)
First Reading:	<u>-</u>
Second Reading:	<u>-</u>
Vote:	<u> </u> Yeas <u> </u> Nays
Effective Date:	<u>6/6/24</u>

Prepared by and approved as to form:



Andrew P. Meier
Law Director
City of South Lebanon, Ohio



WARREN COUNTY HEALTH DISTRICT

416 South East Street – Lebanon, Ohio 45036

Duane Stansbury, REHS, MPH
HEALTH COMMISSIONER

Clint Koenig MD, MSPH
MEDICAL DIRECTOR

Warren County Health District Mobile Health Unit Services Agreement

This agreement is made and effective on the last date signed below between the Warren County Health District [hereinafter “WCHD”], whose business address is 416 S. East Street, Lebanon, Ohio 45036, and City of South Lebanon [hereinafter “Partner Agency”] whose business address is 10 N. High Street, South Lebanon, OH for the purposes of granting permission to WCHD to provide mobile health unit services on Partner Agency’s real property.

Whereas, WCHD operates a mobile health unit to provide health care related services throughout the community; and,

Whereas, Partner Agency desires to have the WCHD mobile health unit on its real property to provide such services to the general public, its employees, guests, and/or members.

Now therefore, the parties agree as follows:

Duties of WCHD

WCHD may provide any of the following services with its mobile health unit:

1. Access to either a licensed nurse practitioner or physician for evaluation and treatment of various acute and common health conditions.
2. Access to a registered nurse for education, immunizations, or other appropriate therapies.
3. Access to a registered dietician for nutrition education.
4. Access to a health educator for general health education.
5. WCHD shall not charge or invoice Partner Agency for providing these services, the parties agree this agreement is of mutual benefit to both parties.
6. WCHD may bill patients’ health insurance providers where appropriate for services rendered within the mobile health unit.

Duties of Partner Agency

1. Partner Agency hereby grants permission to WCHD for use of parking lot space designated by Partner Agency to provide mobile health unit services on the specific date and time, as follows:

September 10, 2024 9:00 a.m. to 1:00 p.m.

October 8, 2024 9:00 a.m. to 1:00 p.m.

November 12, 2024 9:00 a.m. to 1:00 p.m.

December 10, 2024 9:00 a.m. to 1:00 p.m.

2. Partner Agency shall designate a parking area of at least 30 feet by 15 feet to be used by the WCHD mobile health unit.
3. Partner Agency is responsible for reasonably safe access to the mobile health unit, including but not limited to lighting, and snow and ice removal.
4. Partner Agency shall make reasonable efforts to advertise the mobile health unit’s services and scheduled presence to its employees, guests, and/or members.

- Partner Agency shall not be responsible to compensate WCHD in any way for this service, as this is a service that WCHD desires to provide to the public at large, and this agreement is of mutual benefit to both parties.

General Terms and Conditions

- Liability. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- Termination. Either party may terminate this Agreement for convenience by providing written notice to the other party. WCHD shall have the discretion to cancel services by providing written notice to Partner Agency as soon as reasonably possible and will make reasonable attempts to reschedule as soon as possible.
- Term. This Agreement shall be effective the date last signed below and shall remain in effect for one year after the effective date unless terminated as provided herein.
- Relationship of the Parties. The parties shall be independent contractors to each other in connection with the performance of their respective duties under this Agreement.
- Non-Discrimination. Both parties shall act in a nondiscriminatory manner both as an employer and as a service provider and shall not discriminate regarding race, color, national origin, religion, age, sex, or handicap.
- Insurance. Partner Agency shall carry comprehensive general liability insurance or professional liability insurance with no interruption of coverage during the entire term of this Agreement in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Partner Agency shall carry statutory workers' compensation insurance and statutory employer's liability insurance as required by law.
- Amendment. No amendment to this Agreement shall be effective unless made by a written instrument executed by both parties.
- Authority. Each party has the power and authority to enter and perform this Agreement, and the person signing this Agreement has been properly authorized and empowered to enter into this Agreement.

In Execution Whereof, the parties hereto hereby execute this Agreement by their duly authorized representatives on the dates shown below,

Warren County Health District,



Authorized Signatory

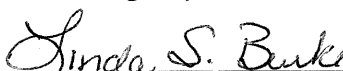
Chris Balster

Printed Name

10 June 2024

Date

City of South Lebanon
Partner Agency,



Authorized Signatory

Linda S. Burke, Mayor

Printed Name

6 June 2024

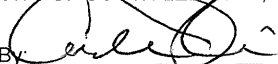
Date

513-695-1220 513-925-1220 513-261-1220 937-425-1220

Fax: 513-695-2941

www.co.warren.oh.us/health

Approved as to form:
ANDREW P. MEIER
LAW DIRECTOR
CITY OF SOUTH LEBANON, OHIO



By: _____
Date: 6/6/2024