RESOLUTION NO. 3-83 CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Shirles He ON THE 17th DAY OF leuxen 99 A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH THE MONTGOMERY COUNTY COMBINED GENERAL HEALTH DISTRICT FOR THE YEAR 1983. THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES: SECTION 1. The City Manager is hereby authorized and directed to enter into Contracts for health services with the Montgomery County Combined General Health District, a copy of which Contracts are attached hereto, marked Exhibits $\underline{A}^{\prime\prime} = \underline{A} - \underline{B}^{\prime\prime}$ and incorporated herein, for the year 1983 and to expend the sums therein stipulated. PASSED this inthe day of 1983. the City of Centerville, Ohio ATTEST: Clerk of the Council of the City of Centerville, Ohio CERTIFICATE The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 3-83, passed by the Council of the City of Centerville, Ohio, on the 17th day of , 19 83. Januars .0 the Council Clerk of Approved as to form, consistency with existing ordinances, the charter and constitutional Provisions. Department of Law Robert N. Farquhar Municipal Attorney

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EXHIBIT "A"

<u>A G R E E M E N T</u>

THIS AGREEMENT is made by and between the City of ______ Centerville, Ohio, (hereinafter <u>Centerville</u>), and the Board of Health of the Montgomery County, Ohio, Combined General Health District, (hereinafter <u>"Board of Health"</u>) under the following circumstances:

WHEREAS, a Board of Health and the legislative authority of a City may contract for the provision of health services pursuant to O.R.C. 3709.281, and

WHEREAS, the Board of Health, the City of Dayton and the United Way are desirous of maintaining a services known as the Dayton Free Clinic and Counseling Service, <u>(hereinafter "Free</u> <u>Clinic")</u> which provides counseling and referral services to youths between the ages of thirteen and nineteen, and

WHEREAS, <u>Centerville</u> desires to share in the cost of maintaining the Free Clinic.

NOW, THEREFORE, it is agreed between the parties that:

- 1. The Board of Health hereby agrees to operate and maintain the Free Clinic for so long as the present budget will permit.
- 2. In consideration of the continued operation and maintainance of the Free Clinic, <u>Centerville</u> shall pay <u>Fifteen Hundred Dollars (\$1,500)</u> as its pro-rated share for the cost of this service.
- 3. The Board of Health shall periodically submit to <u>Centerville</u> a statement of services incurred in carrying-out the provisions of this Agreement.
- 4. This Agreement shall be in effect from January 1, 1983 through December 31, 1983. This Agreement may be terminated with six (6) months written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____day of _____ _, 19__.

WITNESS

Serve &

CITY OF Centerville

WITNESS

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BOARD OF HEALTH OF THE MONTGOMERY COUNTY, OHIO, COMBINED GENERAL HEALTH DISTRICT

Marcha M. Cassica, Ral.

Martha M. Carrick, R.N., President Board of Health

Robert A. Vogel, M.D.

Health Commissioner

AGREEMENT

THIS AGREEMENT is made by and between the City of <u>Centerville</u>, Ohio, (hereinafter <u>Centerville</u>), and the Board of Health of the Montgomery County, Ohio, Combined General Health District (hereinafter <u>"Board of</u> <u>Health"</u>) under the following circumstances.

WHEREAS, a Board of Health and the legislative authority of a City may contract for health services pursuant to O.R.C. 3709.281, and

WHEREAS, <u>Centerville</u> desires to have the Board of Health furnish certain housing services within the corporate limits of the City;

NOW THEREFORE, it is agreed between the parties that:

- 1. The Board of Health, through its agents, is hereby authorized to enforce the Montgomery County, Ohio, General Health District Housing Regulations (hereinafter the "Housing Regulations"), within the corporate limits of the City of <u>Centerville</u>, Ohio. Such right of enforcement shall be subject to the conditions enumerated in this Agreement.
- 2. Enforcement of the Housing Regulations by the Board of Health shall be on a "complaint basis" only. The Board of Health or its agents shall take no action whatsoever in enforcing the Housing Regulations without the prior approval of an authorized representative of <u>Centerville</u>.
- The Board of Health shall periodically render a statement of expenses incurred in carrying-out the provisions of this Agreement.
- 5. This Agreement may be terminated by <u>Centerville</u> or the Board of Health upon six (6) months written notice to the other party.

This Agreement shall be in full force and effect 6. upon its execution by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____day of ____ _____, 19___.

WITNESS

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CITY OF CENTERVILLE

WITNESS

Stilla Peterson Row Michos

BOARD OF HEALTH OF THE MONTGOMERY COUNTY, OHIO, COMBINED GENERAL HEALTH DISTRICT

Marcha M. Carrice, Ral.

Martha M. Carrick, R.N., President Board of Health

Robert A. Vogel, M.D.

Health Commissioner