



# City of Lakewood City Council

*Council At Large*  
**Sarah Kepple, President**  
Thomas R. Bullock III  
Angelina Hamilton Steiner

*Ward Council*  
Kyle Baker, Ward 1, Vice President  
Bryan Evans, Ward 2  
Cindy Strebig, Ward 3  
Cindy Marx, Ward 4

Noticed 11/05/25

## **PUBLIC NOTICE – HEALTH & HUMAN SERVICES COMMITTEE**

Health & Human Services Committee will meet Monday November 10, 2025 at 6:00 p.m. in the Auditorium of Lakewood City Hall at 12650 Detroit Avenue.

The meeting will be livestreamed on the City's website at the following link:

[www.lakewoodoh.gov/councilvideos](http://www.lakewoodoh.gov/councilvideos)

## **PUBLIC COMMENT PROTOCOL (Updated 4/2025)**

The public is invited to comment on agenda items by submitting a written comment in advance of the meeting using the eComment platform available [HERE](#). New users must create an eComment account. Committee Chairs may also accommodate in person public comment.

### ***The agenda is as follows:***

Approval of the minutes of the May 5, 2025 meeting of the Health & Human Services Committee.

Communication from Law Director Vargo regarding Public Health Services. (*referred to HHS 10/6/2025*)

**RESOLUTION 2025-54** - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor to enter into a two-year agreement commencing January 1, 2026 with the District Advisory Council of Cuyahoga County, Ohio General Health District for the provision of public health services within the City of Lakewood in an amount not to exceed \$456,440 for calendar year 2026 and \$511,458 for calendar year 2027. (*referred to HHS 10/6/2025*)

Cindy Marx, Chair  
Cindy Strebig, Angelina Hamilton Steiner; Members

## **HEALTH & HUMAN SERVICES COMMITTEE**

---

*Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 3 business days ahead of the scheduled meeting. Contact Michelle Nochta at (216) 529-5906 [michelle.nochta@lakewoodoh.net](mailto:michelle.nochta@lakewoodoh.net).*



City of Lakewood  
Department Of Law

Ernest E. Vargo, Director  
Jennifer L. Swallow, Chief Assistant Director  
Jeffrey Crossman, First Assistant Director

(216) 529-6030 | law@lakewoodoh.gov

---

October 6, 2025

Lakewood City Council  
Lakewood, Ohio

Re: Public Health Services

Dear President Kepple and Members of Council,

Please find attached a resolution that, if adopted, would permit the Mayor to enter into an agreement with the District Advisory Council of Cuyahoga County (by its Board of Health) for the provision of public health services in Lakewood in 2026 and 2027. The legislation would renew the relationship with Cuyahoga County for public health services pursuant to Ohio Rev. Code § 3709.07.

The resolution is complete for adoption this evening or for referral to committee. Thank you.

Respectfully,

Ernest Vargo

RESOLUTION NO. 2025-54

BY:

A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least five members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing the Mayor to enter into a two-year agreement commencing January 1, 2026 with the District Advisory Council of Cuyahoga County, Ohio General Health District for the provision of public health services within the City of Lakewood in an amount not to exceed \$456,440 for calendar year 2026 and \$511,458 for calendar year 2027.

WHEREAS, the Cuyahoga County Board of Health has proposed providing public health services for residents of the City of Lakewood at a per capita rate of \$8.96 for calendar year 2026 and \$10.04 per capita for calendar year 2027; and

WHEREAS, it is necessary to continue public health services to residents of the City of Lakewood through the District Advisory Council of Cuyahoga County, Ohio General Health District; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, in that the current agreement for public health services expires on December 31, 2025; now, therefore

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Mayor is hereby authorized to enter into a two-year agreement commencing January 1, 2026 with the District Advisory Council of Cuyahoga County, Ohio General Health District for the provision of public health services within the City of Lakewood in an amount not to exceed \$456,440 for calendar year 2026 and \$511,458 for calendar year 2027, pursuant to the authority granted in Section 3709.07 of the Ohio Revised Code.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberation of the Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council, this resolution shall take effect and be in force immediately upon its adoption by the

Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Sarah Kepple, President of Council

\_\_\_\_\_  
Maureen M. Bach, Clerk of Council

Approved: \_\_\_\_\_

\_\_\_\_\_  
Meghan F. George, Mayor

# EXHIBIT A

## PUBLIC HEALTH SERVICES AGREEMENT (City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1<sup>st</sup> day of January, 2026** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Lakewood**, a political subdivision, with its principal office located at 12650 Detroit Ave Lakewood, Ohio 44107 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County Board of Health is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on *March 20, 2025* at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
  - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

**1. THE SERVICES.**

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

**2. PAYMENT.**

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 50,942 residents. The current per capita rate established by the Board is \$8.96 per capita for calendar year 2026 and \$10.04 per capita for calendar year 2027. The total amount due based on the per capita rate will be Four hundred and fifty-six thousand four hundred and forty dollars (\$456,440.00) for calendar year 2026 and be Five hundred and eleven thousand, four hundred and fifty-eight dollars (\$511,458.00) for calendar year 2027. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum Four hundred and fifty-six thousand four hundred and forty dollars (\$456,440.00) for calendar year 2026 and the total annual sum of Five hundred and eleven thousand, four hundred and fifty-eight dollars (\$511,458.00) for calendar year 2027. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Two hundred and twenty-eight thousand, two hundred and twenty dollars (\$228,220.00) from the regular property tax settlement to be made for said City for calendar year 2026 and Two hundred and fifty-five thousand, seven hundred and twenty-nine dollars (\$255,729.00) from the regular property tax settlement to be made for said City for calendar year 2027.

#### 4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

#### 5. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

#### 6. INDEPENDENT AGREEMENT.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

#### 7. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Roderick Harris, Health Commissioner  
5550 Venture Drive  
Parma, Ohio 44130

**TO THE CITY:**

City of Lakewood  
Attention: Mayor Meghan George  
12650 Detroit Ave  
Lakewood, Ohio 44107

And

City of Lakewood  
Attention: Director of Law  
12650 Detroit Ave  
Lakewood, Ohio 44107

## **5. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

## **6. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

## **7. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

## **8. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

## **9. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

## **10. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

## **11. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**5. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Mayor David Smith  
President District Advisory Council

By: \_\_\_\_\_

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

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

**FOR THE CITY:**

Approved as to form.

\_\_\_\_\_  
Mayor Meghan George

By: \_\_\_\_\_  
Director of Law

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

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

**EXHIBIT A**

**SCOPE OF WORK**

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of Lakewood for the calendar years 2026 and 2027 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 District Board of Health of Cuyahoga County (“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.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

**List of Functions, Programs and Services**

|   |
|---|
| <b>Animal Control and Shelter:</b>  |
| Rabies Surveillance – Animal bite follow up                                   |
| <b>Environmental Health - State Programs:</b>                                 |
| Food Service Operation Licensing/ Inspection/Education                        |
| Retail Food Establishment Licensing & Inspection.                             |
| School Facilities Inspection  |
| Smoke Free Workplace Enforcement  |
| Public Swimming Pool & Spa Licensing & Inspection                             |
| Tattoo & Body Piercing Enforcement  |
| Temporary Park Camp Licensing/Inspection/Enforcement                          |
| Clean Indoor Air Regulation - complaint based response                        |
| Home Day Care Inspections - USDA Inspections Only/Fee for Service             |
| Nuisance & Vector Control   |
| Residential Housing/Commercial Building Inspection - complaint based response |
| Solid Waste Enforcement   |
| West Nile Virus Prevention/Mosquito Control                                   |
| Animal Venue Licensing/Inspection/Enforcement                                 |
| <b>Emergency Preparedness:</b>  |
| Public Health Emergency Preparedness (PHEP)                                   |
| Planning and Cities' Readiness Initiative activities                          |
| Emergency Management Committee - participation                                |

|   |
|---|
| Development of Local Emergency Response Plan - participation  |
| Community Outreach and Education  |
| Northeast Ohio Regional Public Health Partnership - participation   |
| <b>Epidemiology, Surveillance, Investigation Services:</b>  |
| Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)   |
| Disease Outbreak Management   |
| Regional Infection Control Committee – participation  |
| NEO Regional. Epidemiology Response Team – participation  |
| <b>Health Promotion: (As Appropriate)</b>   |
| <b>Immunization Program:</b>  |
| Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay. |
| Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.  |
| Immunize Ohio- participation  |
| <b>Jail Inmate Health Services:</b>   |
| Jail Inspection - provided once annually  |
| <b>Lead Poisoning Prevention:</b>   |
| Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay  |
| Case management   |
| Environmental Assessment - Limited fee for service  |
| Community Education and Outreach  |
| Greater Cleveland Healthy Homes Advisory Council  |
| <b>Occupational Health:</b>   |
| Immunizations and Tuberculosis screenings - Fee for Service   |
| Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services  |
| <b>Administrative Services:</b>   |
| Administration  |
| Grant Writing & Management  |
| Budget  |
| Records Management  |
| Accounts Payable, Accounts Receivable   |
| Data Entry & Program Management   |
| Reports - Financial & Statistical   |
| Payroll   |

**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.**