ORDINANCE NO. 2017- 50

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT BETWEEN CITY OF KENT’S HEALTH DEPARTMENT AND KENT STATE UNIVERSITY COLLEGE OF PUBLIC HEALTH FOR THE CREATION OF A PUBLIC HEALTH PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent’s Health Department wishes to enter into an agreement with Kent State University College of Public Health; and

WHEREAS, the agreement is to create an academic public health program to pool resources and partner in public health research and the delivery of public health services; and

WHEREAS, both the City of Kent and Kent State University will benefit from the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into an Agreement with City of Kent’s Health Department and Kent State University College of Public Health for the creation of a public health program and is more fully described in Exhibit “A” attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this 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 of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: June 21, 2017
Date

Jerry T. Fiala
Mayor and President of Council

EFFECTIVE: June 21, 2017
Date

Tara Grimm, CMC
Clerk of Council

I, TARA GRIMM, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. _________, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON ________________, 20______.

TARA GRIMM, CMC
CLERK OF COUNCIL
(SEAL)
Memorandum of Understanding
Between
Kent State University
And
The Kent City Health Department

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to develop an academic health department partnership between Kent State University on behalf of the College of Public Health ("University") and the Kent City Health Department ("City") in the City of Kent, Ohio. The Kent City Health Department and Kent State University shall remain completely separate entities.

SECTION 1: SCOPE OF ACTIVITIES

Kent State University and the Kent City Health Department aim to undertake cooperation in areas that may include, but are not limited to, the following activities:

- Student involvement in research, study, and service learning
- Exchange of faculty, staff, and research scholars
- Joint research activities
- Continuing education programs
- Organization and participation in class lectures, seminars, academic programs, and meetings
- Exchange of research and educational materials, publications, and related information

SECTION 2: ACTIVITY AGREEMENTS

Before any joint activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements may include such terms and responsibilities of each institution will be expanded upon for each of the following activities:

- Although independent, both the Kent City Health Department and Kent State University shall work together for common goals.
- The education of undergraduate and graduate students shall be the sole responsibility of Kent State University.
- The Kent City Health Department agrees to accept students of Kent State University in jointly agreed upon teaching and research activities, and field study placements as opportunities exist.
- Kent State University agrees that it will utilize the facilities and staff of the Kent City Health Department for the education of undergraduate and graduate students so long as high standards of education and community service are maintained.
- Kent State University agrees to assist the Kent City Health Department in providing continuing public health education programs.
- The Kent City Health Department will make research and educational opportunities open and available to Kent State University, including but not limited to, Built Environment Education,
Chronic Disease Prevention, Emergency Preparedness, Food Safety, Recreational Water Safety Education, and Vector Control.

- Facilities at the Kent City Health Department shall not be allocated for the exclusive use of Kent State University and facilities at Kent State University shall not be allocated to the exclusive use of the Kent City Health Department; however, each party is committed to identifying space which can be used by the other, while still respecting who owns the space. Any such space allocated or provided to the Kent City Health Department by Kent State University shall be subject to the completion of the standard licensing agreement in place at the University.

SECTION 3: RESOURCES FOR ACTIVITIES

- Grant funds obtained for research projects involving both Kent State University and the Kent City Health Department shall be distributed as determined by the granting agency or on such equitable basis as agreed upon by both parties.
- Both Kent State University and the Kent City Health Department shall continue to be under the control of its own directors and board of health, directors, dean, or trustees, and shall remain solely responsible in all respects for the management of its own affairs.
- The costs associated with patient care and community public health programs shall remain the financial responsibility of the Kent City Health Department.

SECTION 4: INTELLECTUAL PROPERTY RIGHTS AND PUBLICATIONS

- The Kent City Health Department agrees to encourage its staff to participate in research projects and to provide access to data for research of the faculty of Kent State University in accordance with its capabilities.
- Any publications as a result of research from the Kent City Health Department by members of faculty of Kent State University shall acknowledge both the Kent City Health Department and Kent State University.
- Each party shall retain ownership of its existing or individually created intellectual property during the term of this agreement and no license or other use right in such intellectual property is created between the institutions under this agreement. Ownership of any new intellectual property that is jointly conceived, created, discovered, developed, or reduced to practice by the parties resulting from this Agreement shall be addressed pursuant to a separate written agreement by the parties as provided for in Section 2.
- Notwithstanding the foregoing, ownership of any intellectual property developed or created by the faculty members (both tenured and non-tenured) of either institution, shall vest to such faculty member or respective Institution as the case may be, according to the respective institutional policies and/or other agreements that may exist between an Institution and its faculty. Ownership of any intellectual property developed or created by students shall vest to such student unless the student provides a specific, written release prior to the creation of the intellectual property.

SECTION 5: RENEWAL, TERMINATION, AND AMENDMENTS

- This MOU shall remain in effect for a period of five years from the date of the last signature. This MOU may be extended by the written consent of both parties.
- This MOU may be terminated by either party giving written notice to the other party at least 30 days in advance of the stated termination date. Termination of this MOU shall not affect any activities in progress pursuant to specific activity agreements, which shall continue until
concluded by the parties in accordance to their terms or as otherwise agreed upon by both parties.

- This MOU may be amended only by the written consent of the parties.

SECTION 6: GENERAL

- The parties shall comply with all applicable laws and regulations. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees, and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for certain claims with respect to that party’s role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

- Nothing herein shall be construed to create an agency relationship between the University and the City, or any employment relationship between the City and any staff member provided by KSU to perform the services under this Agreement. The City will not represent to be or hold itself out as an agent of the University at any time during the term of this Agreement.

- Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement. This Agreement is not assignable in whole or in part by either Affiliating School or Facility, but is binding on any corporate successor of either. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. This Agreement is non-exclusive and both parties have the right to enter into similar agreements with other institutions.

- This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the day and the year first above written.

Kent State University

[NAME], [TITLE]
Kent State University

Kent City Health Department

Doug Wagener, President
Kent City Board of Health

[NAME], [TITLE]
Kent State University College of Public Health

Jeff Neistadt, MS, RS/REHS
Health Commissioner

Date