

TO: NEWS MEDIA
DATE: FEBRUARY 8, 2021

Four pages

**SUBJECT: EXCERPTS FROM COMMISSIONERS'
MEETING OF FEBRUARY 1, 2020**

A RESOLUTION APPROVING THE TRANSFER OF CERTAIN REAL ESTATE ASSOCIATED WITH A CONVERSION IN THE OWNERSHIP AND OPERATION OF THE FAYETTE COUNTY MEMORIAL HOSPITAL FROM A COUNTY PUBLIC HOSPITAL TO A HOSPITAL OWNED AND OPERATED BY ADENA FAYETTE MEDICAL CENTER, AN AFFILIATE OF ADENA HEALTH SYSTEM; APPROVING AN EMERGENCY MEDICAL SERVICES MANAGEMENT AGREEMENT; AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Mr. Dean moved and Mr. Anderson seconded to adopt the following resolution:

WHEREAS, the Board of Hospital Trustees of Fayette County Memorial Hospital (“Hospital Board”), a board of county hospital trustees established pursuant to Chapter 339 of the Ohio Revised Code (the “Code”), owns and operates a critical access hospital located in Washington Courthouse, Ohio (the “Hospital”);

WHEREAS, the Hospital Board desires to enter into a written agreement to cause the ownership, operation and management of the Hospital to be undertaken by Adena Health System, an Ohio non-profit corporation and a “nonprofit hospital agency” as defined under Section 140.01(C) of the Code, or its designated affiliate, Adena Fayette Medical Center, a formed or to-be-formed Ohio non-profit corporation (collectively, “Adena”);

WHEREAS, pursuant to Section 140.03 of the Code, two or more hospital agencies (as defined in Section 140.01(A) of the Code) may enter into agreements for the acquisition, construction, reconstruction, rehabilitation, remodeling, renovating, enlarging, equipping, and furnishing of hospital facilities, or the management, operation, occupancy, use, maintenance, and repair of hospital facilities, or for participation in programs, projects, activities, and services useful to, connected with, supplementing, or otherwise related to the services provided by, or the operation of, hospital facilities operated by one or more participating hospital agencies, including any combination of such purposes, all in such manner as to promote the public purposes set forth in Section 140.02 of the Code;

WHEREAS, in order to facilitate assumption by Adena of the ownership, operation and management of the Hospital and so that healthcare services may continue to be provided locally and to enhance the availability, efficiency and economy of hospital facilities in the County for the benefit of the citizens of the County, the Board intends: (i) to convey to Adena all of its right, title and ownership in and to the real property and improvements constituting the “hospital facilities” (as that term is defined in Section 140.01(E) of the Code) of the Hospital and related property, being the real property and other facilities defined collectively as the “Premises” in the Real Estate Transfer Agreement described below (herein, the “Premises”);

WHEREAS, the Hospital Board desires, pursuant to the authority granted to it as a public hospital agency under Chapter 140 of the Code to enter into an Operations and Asset Transfer and Purchase Agreement with Adena (“Asset Agreement”) pursuant to which the Hospital Board will, subject to certain terms and conditions, transfer to Adena all of the Hospital Board’s right, title and interest in and to the Premises, Assets, Intellectual Property and Operations (as such terms are defined in the Asset Agreement);

WHEREAS, the County desires to join with the Hospital Board, pursuant to the authority granted to it as a public hospital agency under Chapter 140 of the Code: (i) to transfer the Premises to Adena pursuant to the terms and conditions of a Real Estate Transfer Agreement to be executed by and among the County and Adena (the “Real Estate Transfer Agreement”); and (ii) to execute, deliver and perform certain obligations under the Real Estate Transfer Agreement and certain additional transaction documents described in the Real Estate Transfer Agreement or herein which are necessary or appropriate to facilitate the assumption by Adena of the operation and management of the Hospital;

WHEREAS, the County, the Hospital Board and Adena desire to also enter into an Emergency Medical Services Management Agreement, (“EMS Management Agreement”), in order to provide for the on-going operation and management of the county-wide emergency medical services (“EMS”) for the health and welfare of the community; and

WHEREAS, the County, the Hospital Board and Adena desire by the Real Estate Transfer Agreement, the Asset Agreement, the EMS Management Agreement, and any other transaction documents executed in connection therewith that healthcare services continue to be provided locally on the Premises and that such healthcare services be enhanced for the benefit of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FAYETTE COUNTY, OHIO, AS FOLLOWS:

SECTION 1: Determinations by County. This Board finds and determines (i) that the transfer and conveyance of the Premises to Adena by the Board is necessary and in the best interest of the County, will promote the public purposes stated in Section 140.02 of the Code, and will serve a proper, public, county purpose; and (ii) the performance by Adena of its obligations under the Real Estate Transfer Agreement is fair consideration for the value and benefit to be derived by the County under the Real Estate Transfer Agreement.

SECTION 2: Authorization of Real Estate Transfer Agreement. This Board hereby approves: (a) the transfer and conveyance of the Premises to Adena on the terms and conditions set out in the Real Estate Transfer Agreement in substantially the form attached as **Exhibit A**; and (b) the management of the EMS by Adena pursuant to the terms and conditions set out in the EMS Management Agreement in substantially the form attached as **Exhibit B**. The Commissioners are authorized, in the name and on behalf of the County, to execute and deliver the Real Estate Transfer Agreement, the EMS Management Agreement, Quit Claim Deed, and such other agreements or certificates deemed by the Commissioners to be necessary or appropriate to facilitate the transfer of the Premises to Adena, all in such form as determined by the Commissioners as acceptable, in the best interest of the County and consistent with this Resolution. The Commissioners are authorized, in the name and on behalf of the County, to make the necessary arrangements on behalf of the County and to cooperate with the Hospital Board and Adena to satisfy conditions under the Real Estate Transfer Agreement and establish the date, location, procedure and conditions for the transfer of possession of the Premises to Adena as of the closing date established under the Real Estate Transfer Agreement.

SECTION 3: Validity. It is found and determined, and is hereby represented and recited, that all applicable provisions of the rules of this Board of Commissioners have been fully complied with and this Resolution was passed in conformity therewith.

SECTION 4. Severability. Each section of this Resolution and each subdivision or paragraph of any section is hereby declared to be independent, and the finding or holding of any section or any subdivision or paragraph of any section to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Resolution.

SECTION 5. Compliance with Open Meeting Law. This Board of Commissioners finds and determines that all formal actions of this Board of Commissioners were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

Adopted: February 1, 2021

**AGREEMENT RENEWAL – COURTVIEW JUSTICE SOLUTIONS, dba EQUIVANT,
SOFTWARE MAINTENANCE SERVICE, COMMON PLEAS/PROBATION
MANAGEMENT AND JURY MANAGEMENT**

It was moved by Mr. Dean and seconded by Mr. Anderson, per the recommendation of Sandy Wilson, Clerk of Courts, to renew the Software Maintenance Service Agreement with CourtView Justice Solutions, dba, equivant, 4825 Higbee Ave. NW, Suite 101, North Canton, 44720, for JuryTrac Software, maintenance and support in the amount of \$3,351.00. Period of coverage: March 1, 2021 through February 28, 2022. Roll call: Mr. Garland, aye; Mr. Anderson, aye; Mr. Dean, aye. Motion carried.

CONTRACT – VILLAGE OF MILLEDGEVILLE, LAW ENFORCEMENT

It was moved by Mr. Anderson and seconded by Mr. Dean to authorize the Sheriff to enter into contract with the Village of Milledgeville to provide law enforcement services to keep the peace, to protect the property and to perform other necessary police functions in the Village through the office of the Fayette County Sheriff for the year 2021. The Village, at the direction of the Mayor, reserves the privilege of requesting additional law enforcement services, beyond those provided by the Sheriff in keeping the peace of said Village. The Village agrees to pay the Sheriff the sum of \$25.00 per hour for services rendered. (Original agreement on file.) Roll call: Mr. Garland, aye; Mr. Anderson, aye; Mr. Dean, aye. Motion carried.

RESOLUTION AUTHORIZING WATER RATE ADJUSTMENT – MADISON MILLS WATER SUPPLY

It was moved by Mr. Dean and seconded by Mr. Anderson, as recommended by Steve Luebbe, Sanitary Engineer and per the terms of the Water Supply Agreement between Fayette County and ASA Bloomingburg, owners of the ethanol plant at the time of its construction, the rate for water shall be annually adjusted in accordance with the Producers Price Index published by the Department of Labor, Bureau of Labor Statistics. Therefore, the water rate is adjusted from \$1.59 per 1000 gallons to \$1.54 per 1000 gallons effective January, 2021. Roll call: Mr. Garland, aye; Mr. Anderson, aye; Mr. Dean, aye. Motion carried.

CONTRACT - ELITAIRE, FAYETTE COUNTY COURTHOUSE

It was moved by Mr. Dean and seconded by Mr. Anderson to enter into contract with Elitaire, 11325 Reed Hartman Hwy, Cincinnati, Ohio 45241, Riptide Equipment and installation, Graphic Floor Plan and Care Controls Subscription to aid in diagnosing and repair of the HVAC System at the Fayette County Courthouse. The total cost of the contract will be \$14,121.00. Roll call: Mr. Garland, aye; Mr. Anderson, aye; Mr. Dean, aye. Motion carried.

LETTER OF ENGAGEMENT - ROBERT W. BAIRD & CO. INCORPORATED

It was moved by Mr. Anderson and seconded by Mr. Dean to authorize the Chairman to sign a Letter of Engagement with Robert W. Baird & Co. Incorporated to serve as managing underwriter for Fayette County on its proposed offering and issuance of various Purpose LTGO Refunding Bonds Series 2021B, at a cost of 0.90% (\$9.00 /\$1,000) of the principal or par amount of the securities issued. (Full Letter of Engagement on file). Roll call: Mr. Garland, aye; Mr. Anderson, aye; Mr. Dean, aye. Motion carried.

That the Prosecuting Attorney be and he is hereby authorized to take all action and do all