



# City of Grand Island

Tuesday, October 9, 2018

Council Session - Updated

## Item G-11

**#2018-299 - Approving Amended and Restated Interlocal Agreement with the Central District Health Department**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney

**Meeting:** October 9, 2018

**Subject:** Central District Health Department Amended and Restated Interlocal Agreement

**Presenter(s):** Jerry Janulewicz, City Attorney

## Background

On April 23, 2002, by Resolution 2002-119, the City of Grand Island approved its participation in the Central District Health Department (the “Department”) and approved the Interlocal Agreement for such participation. The Department proposes that the City of Aurora be added as a member and party to the Department’s District through approval and adoption of an Amended and Restated Interlocal Agreement. The proposed Amended and Restated Interlocal Agreement incorporates prior amendments to the current Interlocal Agreement and provides for the addition of the City of Aurora as a member and party to the Interlocal Agreement. Amendment of the Interlocal Agreement requires approval by the current members and parties, the City of Grand Island and the Counties of Hall, Hamilton and Merrick.

## Discussion

The Central District Health Department was created by an interlocal agreement approved by the City of Grand Island and the Counties of Hall, Hamilton and Merrick. The proposed Amended and Restated Interlocal Agreement, if approved by the Department’s members, will add the City of Aurora as a member and expand the Department’s governing body by the addition of a member of the Aurora City Council and a public-spirited citizen selected by the Aurora City Council.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to deny.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.

4. Take no action on the issue

### **Recommendation**

City Legal Department recommends approval of the Amended and Restated Interlocal Agreement for the Central District Health Department.

### **Sample Motion**

Move to approve the Amended and Restated Interlocal Agreement for the Central District Health Department.

**CENTRAL DISTRICT HEALTH DEPARTMENT**

**AMENDED AND RESTATED INTERLOCAL COOPERATION  
AGREEMENT BY AND  
BETWEEN THE CITIES OF GRAND ISLAND, AURORA  
THE COUNTY OF HALL, THE COUNTY OF HAMILTON  
AND THE COUNTY OF MERRICK**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF GRAND ISLAND, NEBRASKA hereinafter referred to as "Grand Island"; the COUNTY OF HALL, NEBRASKA, hereinafter referred to as "Hall"; the COUNTY OF HAMILTON, NEBRASKA, hereinafter referred to as "Hamilton"; the COUNTY OF MERRICK, NEBRASKA, hereinafter referred to as "Merrick" and the CITY OF AURORA, NEBRASKA, hereinafter referred to as "Aurora".

WITNESSETH:

WHEREAS, Grand Island and Hall County have had a joint City-County Health Department since 1972; and

WHEREAS, Grand Island, Hall County, Hamilton County and Merrick County have had the Central District Health Department since 2002; and

WHEREAS, Aurora has expressed a desire to become a part of the Central Health Department; and

WHEREAS, Grand Island, Aurora and the Counties find that it is in the best interest of their residents that they join together through this agreement to furnish joint and cooperative health department services; and

WHEREAS, Grand Island, Aurora, Hall, Hamilton and Merrick desire to enter into this Agreement.

NOW, THEREFORE, subject to the approval of the Department of Health and Human Services of the State of Nebraska, the parties to this agreement mutually agree as follows:

1. All matters and activities pertaining to public health within Grand Island, Aurora and Hall, Hamilton and Merrick counties will be administered, as herein provided, by the Department established by this agreement.

2. The Board shall consist of thirteen members selected as provided in this agreement, with due consideration being given to the need to secure fair and equitable representation from the entire area to be served:

- a. One representative of the Hall County Board and one public-spirited citizen selected solely by the Hall County Board;
- b. One representative of the Hamilton County Board and one public-spirited citizen selected solely by the Hamilton County Board;
- c. One representative of the Merrick County Board and one public-spirited citizen selected solely by the Merrick County Board;
- d. One representative of the Grand Island City Council and one public-spirited citizen selected solely by the Grand Island City Council;
- e. One representative of the Aurora City Council and one public-spirited citizen selected solely by the Aurora City Council;
- f. One physician, nominations for said position may be submitted by the county medical society of each of the counties involved, if such nominations are submitted, the nominees shall be considered for appointment and selected by the Board;
- g. One dentist, nominations for said position may be submitted by the county dental society, if such nominations are submitted, they shall be considered for appointment and selected by the Board;
- h. One member of the Board is a resident of the District and is a member of an ethnic minority in the District, shall be considered for appointment and selected by the Board;
- i. The initial board members shall be selected by the appointment of ten members representing Hall County, one member of the County Board and another public-spirited citizen, two members selected by the Grand Island City Council, one member from the council and one member of a public-spirited citizen; two members selected by the Hamilton County Board, one member of that Board and a public-spirited citizen; two members selected by the Merrick County Board, one member of that Board and a public-spirited citizen. Those ten persons so appointed shall select one physician and one dentist who is nominated as provided in subsections e. and f. above and an ethnic minority from the district. Those persons shall constitute the initial board. (Future board members shall be selected in

accordance with the procedures set forth herein by the Board as provided in Section 3 below.)

3. When the terms of any members of the Board expire, they shall be filled in the following manner: persons who are representing a County Board or a City Council shall be appointed by that County Board or that City Council, as shall another public-spirited citizen within the jurisdiction of that County Board or City Council. When the terms of the persons who are the physician, dentist, and ethnic minority shall expire, those persons' terms shall be filled by vote of the Central District Health Department Board, provided that the physician and dentist have been nominated by a county medical society within the boundary of the District or a county dental society within the boundary of the District for the physician and dentist respectively, in the event that the medical societies or dental societies do not nominate anyone, the Board shall recruit a physician and a dentist who reside within the geographic boundaries of the Central District Health Department.

4. Board members' terms of office shall be in accordance with the following:
  - a. Three of the members shall be appointed for a term of one year.
  - b. Four of the members shall be appointed for a term of two years.
  - c. Four of the members shall be appointed for a term of three years.
  - d. After the term of any member shall expire, each new appointment shall be for a term of three years.
  - e. Appointments to fill any vacancies shall be for the unexpired term.
  - f. The initial Board shall determine the terms of its members so that three members serve for one year, four members serve for two years and four members serve for three years. Such action shall be taken within the first thirty days after the Board commences its existence and shall be recorded in its minutes.
  - g. If the board representative from the City Council or any County Board ceases to be a member of said Council or Board, the membership for said representative on the Board shall automatically terminate. The applicable entity shall nominate a new representative who shall be selected in accordance with the provisions of paragraph 3 above.
  - h. By majority vote of the County Boards and City Council, members of the Board shall be subject to removal for good cause shown, which shall include, but is not limited to, three consecutive unexcused absences from regularly scheduled meetings.
  - i. No board member shall be eligible to serve more than two consecutive three-year terms.

5. The Board shall annually meet and organize by the election of one of its own members as president, one as vice president, and another as secretary and, either from its own members or otherwise, a treasurer. The officers shall have such power as the Board may establish from time to time. The Board may elect such other officers and appoint such committees, as it may deem necessary from time to time. The Board may adopt and promulgate such rules and regulations, consistent with applicable Nebraska law and this Agreement, for its own guidance and for the governance of the Department as may be necessary. The Board shall not transact business unless there is a quorum, herein defined as a majority of seven (7) Board members present. All questions and matters before the Board shall be decided by majority vote of the members present.

6. Except as otherwise provided by this Agreement, the Board shall have the powers and duties as set forth by Nebraska Revised Statutes § 71-1631, as amended. Pursuant to the Nebraska Inter-local Cooperation Act, the Central District Health Department shall constitute a separate public body corporate and politic of the State of Nebraska and shall exercise all powers set forth in that Act for such a corporate body.

7. Except as otherwise provided by this Agreement, the Health Director of the Department shall have the powers and duties set forth by Nebraska Revised Statutes § 71-1632, as amended.

8. The Secretary to the Board of Health shall keep minutes of all the meetings of the Board. The Department shall retain records of everything pertaining to expenses, income, complaints, work done, meetings had, pamphlets printed and distributed, cases handled, and of any other matters pertaining to the work of the Board and the Department. The Department may dispose of records pursuant to the Records Management Act, Nebraska Revised Statutes, § § 84-1201, et seq.

9. The Department is hereby given full control over, and shall perform all public health matters in the City of Grand Island, in Hall County, Hamilton County and Merrick County; all in the State of Nebraska.

10. Prior to July 1 each year, the Department shall prepare and submit to the City and Counties the proposed budget for the following fiscal year and an annual report of the last completed fiscal year's activities. Said annual report shall contain such information as provided by the Nebraska Revised Statute § 71-1631 (6) and such additional information pertaining to the Department's programs, operations, and finances as requested by any of the County Boards or the City Council. The City Council and County Boards shall have a joint meeting on or before July 15 each year and shall at that time discuss the budget allocation for the ensuing fiscal year of the Department and the appointment of persons to the Board. The City Council and any of the County Boards involved in this agreement, may in their discretion, act on the proposed budget and the election of additional persons to the Board prior to the annual meeting of such council and boards at any official meeting they have and report the results of their action at the annual joint meeting.

11. Subject to any contract for financial management services approved by the Board, the treasurer shall have custody of the Department's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Department and shall deposit all moneys and other valuable effects in the name and to the credit of the Department in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the District as may be ordered by the Board, taking proper, signed vouchers for such disbursements, and shall render to the Board, at the regular meetings of the Board, or whenever they may require it, an account of all transactions as treasurer and of the financial condition of the Department. If required by the Board, the treasurer shall give the Department a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the Department (in case of death, resignation, or removal from office) of all books, papers, vouchers, money and other property of whatever kind in possession or under the control of the treasurer and belonging to the Department.

The Board may enter into one or more contracts for financial management services provided to the Department. The Board shall adopt policies for financial checks and balances, claims auditing, and internal control procedures consistent with sound accounting practices for public funds.

12. The fiscal year of the Department shall be from October 1 through September 30 of the subsequent year.

13. The staffing levels will be under the direction of the Board of Health.

14. The Director of the Central District Health Department shall serve at the will of the Board of Health and shall be subject to its directions. The duties and responsibilities of the Director shall include direction and management of the day-to-day operations of the Central District Health Department; attending meetings of the Board of Health and giving them his or her opinion on any matter, either orally or in writing as may be required; preparing an annual budget for submission to the Board of Health; and performing such other duties as may be required.

15. Employees of the Central District Health Department below the level of Director shall be employees of the Central District Health Department. Those employees shall be entitled to benefits provided by the Central District Health Department at the discretion of the Board unless such benefits are expressly required by Nebraska statute or federal law. The District will establish its own personnel system. Any collective bargaining agreement covering such employees shall be subject to the approval of the Board of Health.

16. This Agreement shall take effect October 1, 2002 and shall automatically renew for successive terms of three years unless terminated as provided in paragraph 17 below.



17. Any party may terminate this Agreement at the end of a term by giving the other parties at least ninety (90) days prior written notice of such intent to terminate. This Agreement may also be terminated upon the failure of the City or any County to adopt a mutually agreed upon Department budget allocation on or before August 31 for the ensuing fiscal year. This Agreement shall remain in effect for ninety (90) days after said August 31. During such ninety (90) day period, each party shall continue its proportionate share of funding as established in the last agreed allocation. This Agreement may be terminated upon ninety (90) day notice by any party for breach of this Agreement, which shall include failure to provide funding in accordance with the agreed allocation.

18. This Agreement is made and entered into pursuant to the Inter-local Cooperation Act of the State of Nebraska.

19. All of the assets and liabilities of the City-County Health Department of the City and Hall shall be transferred to and vested in the Central District Health Department on September 30, 2002, pursuant to § 13-806 R.R.S. 1943. The City and Hall agree that their Inter-local Cooperation Agreement for a Joint City-County Health Department dated July 11, 2000 shall terminate on September 30, 2002.

20. This Agreement shall be effective for the establishment of the Central District Health Department Board, planning for services and for organizational purposes, on April 1, 2002 but shall not be effective for providing services to the public by the Central District Health Department until October 1, 2002, at which time this Agreement shall be deemed fully operational and effective for all of its purposes as herein provided.

- CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

- CITY OF AURORA, NEBRASKA  
A Municipal Corporation

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

- COUNTY OF HALL

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair of the County Board

ATTEST:

\_\_\_\_\_  
Hall County Clerk

- COUNTY OF HAMILTON

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair of the County Board

ATTEST:

\_\_\_\_\_  
Hamilton County Clerk

- COUNTY OF MERRICK

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chair of the County Board

ATTEST:

\_\_\_\_\_  
Merrick County Clerk

RESOLUTION 2018-299

WHEREAS, On April 23, 2002, by Resolution 2002-119, the City of Grand Island approved its participation in the Central District Health Department (the “Department”) and approved the Interlocal Agreement for such participation; and

WHEREAS, the Department proposes that the City of Aurora be added as a member and party to the Department’s District through approval and adoption of an Amended and Restated Interlocal Agreement; and

WHEREAS, the proposed Amended and Restated Interlocal Agreement incorporates prior amendments to the current Interlocal Agreement and provides for the addition of the City of Aurora as a member and party to the Interlocal Agreement; and

WHEREAS, amendment of the Interlocal Agreement requires approval by the current members and parties being the City of Grand Island and the Counties of Hall, Hamilton and Merrick.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Central District Health Department Amended and Restated Interlocal Agreement be approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 9, 2018.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 8, 2018	☒ City Attorney