



# City of Grand Island

Tuesday, April 23, 2002

Council Session

## Item I2

### **#2002-119 - Approving Interlocal Agreement with the Central District Health Department**

*As discussed at the April 16, 2002 City Council Study Session, LB692 was landmark legislation passed by the legislature in 2001. It allowed for a trust fund to be established from interest from the tobacco settlement funds. The purpose of the legislation was to establish a public health infrastructure for the state. Nebraska has 93 counties and only 6 had any kind of a public health department. The lack of a coordinated public health infrastructure in the state makes it difficult to obtain major federal funding for public health programs. In addition, the health statistics in the state of Nebraska, in a number of areas, are low compared to other states. The legislation indicated that district health departments could be formed and those districts needed to be at least 3 counties and 30,000 population. Grand Island invited several counties to join with their established health department. Two counties (Hamilton and Merrick) have committed to joining the Grand Island Hall County Health Department. The process of formation of the new district health department has had legal counsel by Earl Alschwede. A group of representatives of the three counties met in January of this year to draw up the agreement moving the current health department from a city county to a district health department. All 3 counties have agreed to the language of the agreement. A letter of approval was issued by the state on January 3, 2002 for the formation of the district health department. Approval is recommended.*

Staff Contact: Sonja Simpson

**CENTRAL DISTRICT HEALTH DEPARTMENT**

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN  
THE CITY OF GRAND ISLAND, THE COUNTY OF HALL  
THE COUNTY OF HAMILTON AND THE COUNTY OF MERRICK**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between the CITY OF GRAND ISLAND, NEBRASKA, hereinafter referred to as the "City"; the COUNTY OF HALL, NEBRASKA, hereinafter referred to as "Hall"; the COUNTY OF HAMILTON, NEBRASKA, hereinafter referred to as "Hamilton" and the COUNTY OF MERRICK, NEBRASKA, hereinafter referred to as "Merrick".

**WITNESSETH:**

WHEREAS, the City and Hall have had a joint City-County Health Department since 1972 and they along with Hamilton and Merrick agree to establish a District Health Department; and

WHEREAS, the parties to this agreement, pursuant to Nebraska law, desire to establish a District County Health Board hereinafter referred to as "The Board"; and

WHEREAS, the Health Department established by this Agreement shall be known as Central District Health Department; and

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

WHEREAS, the City, 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 the City and within Hall, Hamilton and Merrick counties will be administered, as herein provided, by the Department established by this agreement.

2. The Board shall consist of eleven 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 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 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;
  - f. 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;
  - g. 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;
  - h. The initial board members shall be selected by the appointment of two 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 eight persons so appointed shall select one physician and one dentist who are 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.

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. The Finance Director of the City shall serve as Treasurer of the department. 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 six (6) 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 Interlocal 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 June 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 agree upon 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. All funds received by the Department shall be accounted for separately by the Treasurer of the City as fiscal agent for a nominal fee. The City will provide financial management services for the department, consisting of cash management, payroll processing and financial accounting.

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 the Director shall be employees of the Central District Health Department and shall be entitled to benefits of the City 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 June 15 for the ensuing fiscal year. This Agreement shall remain in effect for ninety (90) days after said June 15. 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) days 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 Interlocal Cooperation Act of the State of Nebraska.

19. All of the assets and liabilities of the City-County Health Department for the City and Hall shall be transferred to and vest 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 Interlocal 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

COUNTY OF HALL

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

By \_\_\_\_\_  
Chairman of the County Board

ATTEST:

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

COUNTY OF HAMILTON

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

By \_\_\_\_\_  
Chairman of the County Board

ATTEST:

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

COUNTY OF MERRICK

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

By \_\_\_\_\_  
Chairman of the County Board

ATTEST:

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

RESOLUTION 2002-119

WHEREAS, since 1972, the City of Grand Island and the County of Hall have joined together to provide health services through the City-County Health Department; and

WHEREAS, as a result of tobacco settlement funds awarded to the State of Nebraska, Legislative Bill 692 was passed in 2001 to develop a public health infrastructure utilizing interest from the tobacco settlement funds; and

WHEREAS, the Grand Island – Hall County Health Department invited several counties to join with their established health department to form a district health department; and

WHEREAS, the County of Merrick and the County of Hamilton have committed to joining the Grand Island – Hall County Health Department, renaming the entity the "Central District Health Department"; and

WHEREAS, it is in the best interests of the residents of the City of Grand Island to provide joint and cooperative health department services; and

WHEREAS, an Interlocal Cooperation Agreement by and between the City of Grand Island, the County of Hall, the County of Hamilton, and the County of Merrick has been reviewed by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is interested and supports the concept of being included with the County of Hall, the County of Merrick, and the County of Hamilton to form the Central District Health Department.

BE IT FURTHER RESOLVED, that the Interlocal Agreement setting out the terms and conditions for such inclusion is hereby approved; and the Mayor is hereby authorized and directed to execute such interlocal agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on April 23, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ April 19, 2002           ?   City Attorney
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