

INTERLOCAL AGREEMENT FOR SARS-COV-2 SAMPLING  
BY AND BETWEEN  
CENTRAL DISTRICT HEALTH DEPARTMENT,  
AND  
CITY OF GRAND ISLAND

THIS AGREEMENT, made and entered into this 1<sup>th</sup> day of November, 2023 by and between Central District Health Department, a body corporate and politic, constituting a public corporation, hereinafter referred to as "CDHD," and City of Grand Island, a body corporate and politic and a political subdivision of the State of Nebraska, hereinafter referred to as "City;"  
WITNESSETH:

WHEREAS, CDHD operates in Hall, Hamilton and Merrick Counties, Nebraska; and

WHEREAS, CDHD has partnered with the Wastewater Treatment Plant for the City of Grand Island for sample collection for SARS-CoV-2; and

WHEREAS, CDHD is requesting continued sampling for SARS-CoV-2; and

WHEREAS, CDHD and City wish to continue working together on sample collection; and

WHEREAS, City currently expends \$3,700.00 annually on SARS-CoV-2 sampling; and

WHEREAS, by this Agreement, City, and CDHD desire to provide for an agreement for frequency and cost of sampling.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. Definitions.
  - A. Sampling means the collection, filling of sample bottles, preservation, and packaging for shipment.
2. Commencement. This agreement shall commence on the date last executed by the parties.

3. City Responsibilities. City shall:
  - A. Collect samples on a bi-weekly basis every Monday (or Tuesday) and Thursday (or Friday).
  - B. Label and package samples per Nebraska Wastewater Monitoring Network (NWMN) guidelines.
  - C. Fill out chain-of-custody (CoC) forms and package with samples.
  - D. Place sample cooler in WWTP Administration Building vestibule for courier pickup.
  
4. CDHD Responsibilities. CDHD shall:
  - A. Assure provision of all sample bottles, packing materials, and CoC forms for sample preparation.
  - B. Reimburse City for sampling and packaging.
  - C. Assure samples are delivered, via courier, to UNMC for testing.
  - D. Report findings on their website.
  
5. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.
  
6. Modification. This agreement may be modified only by written agreement of the parties.
  
7. Termination. This agreement will terminate on September 1, 2025, unless extended by agreement of the Parties. This agreement may be immediately terminated by either party upon a material default by the other which remains uncured within 90 days of notice.
  
8. No Separate Entity. There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the CDHD acting through its Executive Director and the Grand Island City Council acting through its City Administrator.

9. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.
10. Funding. This agreement shall be financed by funds available to the parties hereto as more specifically set forth above.

Date: November 8, 2023

CITY OF GRAND ISLAND

By: Roger G. Steele  
Roger G. Steele, Mayor

Attest: RaNae Edwards  
RaNae Edwards, City Clerk

Date: \_\_\_\_\_, 2023

CENTRAL DISTRICT HEALTH DEPARTMENT

By: Teresa Andreson  
Teresa Andreson, Health Director

Attest: Bridget Miller  
Bridget Miller, Business Manager

Date: 10/26/ \_\_\_\_\_, 2023

RESOLUTION 2023-288

WHEREAS, the Central District Health Department has utilized the Wastewater Treatment Plant sampling efforts for the purpose of tracking the SARS-CoV-2 virus; and

WHEREAS, to date there has been no reimbursement to the City for such efforts; and

WHEREAS, both the City and Central District Health Department wish to enter into an Interlocal Agreement to allow continued sampling of wastewater; and

WHEREAS, such agreement will allow for compensation to the City; and

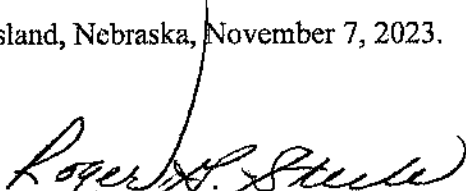
WHEREAS, the City of Grand Island has prepared an Interlocal Agreement, which has been reviewed by the City's Legal Department and the Central District Health Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City of Grand Island and the Central District Health Department for the purpose of tracking the SARS-CoV-2 virus is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign the Interlocal Agreement.

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Adopted by the City Council of the City of Grand Island, Nebraska, November 7, 2023.

  
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Roger G. Steele, Mayor

Attest:

  
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Jill Granere, Deputy City Clerk