

RESOLUTION NO. 2020-23

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND THE NORTHEAST NEBRASKA PUBLIC HEALTH DEPARTMENT.

WHEREAS, the Northeast Nebraska Public Health Department (the “Department”) pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., is the lead agency responsible for protection of the public with respect to the spread of communicable disease, illness and poisoning in Wayne County, except for incorporated cities and villages within such counties; and

WHEREAS, the City of Wayne, Nebraska (the “Municipality”) desires the assistance of the Department and agrees to give control over the protection of its citizens against the spread of communicable disease, illness and poisoning to the Department, pursuant to Neb. Rev. Stat. § 71-1635 and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827; and

WHEREAS, the Municipality is willing to support and assist the Department in its disease prevention and control efforts, to the extent of the Municipality’s ability to do so; and

WHEREAS, the Department is willing to accept control over protecting the Municipality’s citizens against the spread of communicable disease, illness and poisoning, as set forth in Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq.; and

WHEREAS, the Department has enacted regulations **RESOLUTION APPROVING THE ADOPTION OF RULES AND REGULATIONS FOR THE PREVENTION OF SPREAD OF COMMUNICABLE DISEASE, ILLNESS OR POISONING by the Northeast Nebraska Public Health Department** pursuant to Neb. Rev. Stat. §§ 71-501 and 71-1626 et seq., relating to the Department’s authority to order directed health measures necessary to prevent the spread of communicable disease, illness and poisoning (the “Regulations”); and

WHEREAS, the Regulations have been approved by the Nebraska Department of Health and Human Services Regulation and Licensure, and by Wayne County; and

WHEREAS, in order to carry out the understandings of the Municipality and the Department with respect to the Department’s disease prevention and control efforts, including isolation, quarantine and other directed health measures within the Municipality, the Municipality and the Department have agreed to enter into this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing, the Municipality and the Department agree as follows:

1. **Delegation of Disease Prevention and Control Authority by the Municipality.** The Municipality hereby delegates control over the protection of its citizens against the spread of communicable disease, illness and poisoning within the Municipality’s jurisdiction by authorizing the Department to enforce the Department’s Regulations, including isolation, quarantine or other directed health measures, within the jurisdiction of the Municipality.

2. **Accepting of Authority by the Department.** The Department hereby agrees to accept the control delegated by the Municipality and to enforce its Regulations within the jurisdiction of the Municipality with respect to and for the benefit of the citizens of the City of Wayne.
3. **Further Assistance of the Municipality.** The Municipality agrees to assist the Department in the enforcement of the Regulations, to the extent of the Municipality's ability to provide such assistance, and the Municipality agrees that it shall cause its agencies, departments, employees and officers to take all steps reasonably required to fulfill and carry out the purposes of this Memorandum of Understanding.
4. **Waiver of Claims and Indemnification.** The Municipality and the Department each agree to waive all claims against the other party for any loss, damage, personal injury or death occurring as a result of that party's performance of this Memorandum of Understanding, provided that such claim is not a result of gross negligence or willful misconduct by either party or its respective personnel. The Municipality and the Department further agree to hold the other party harmless and to indemnify and defend the other party and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party, including reasonable attorney's fees and costs that may arise from the party's provision of services pursuant to this Memorandum of Understanding.
5. **Term.** This Memorandum of Understanding shall be in effect for a term of one (1) year from the date of the last signature hereof and shall automatically renew for successive one-year terms, unless terminated by either party giving written notice to the other party at least ninety (90) days prior to the expiration of the current term.
6. **Counterparts.** This Memorandum of Understanding may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the date set forth below.

PASSED AND APPROVED this 5th day of May, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk