

COUNCIL PENDING ORDINANCE NO. 2024-39
ORDINANCE NO. _____
AS AMENDED _____
CERTIFICATION DATE _____
CERTIFIED BY _____
FAVORABLY _____
UNFAVORABLY _____

**INTERLOCAL AGREEMENT BY AND BETWEEN LAKE COUNTY,
INDIANA AND THE CITY OF GARY CONCERNING THE
DISTRIBUTION OF CERTAIN LOCAL PUBLIC HEALTH REVENUES**

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Gary and Lake County, Indiana (“County”) this 2nd day of July, 2024, related to the distribution of \$833,751.90 for additional funding to provide core public health services.

RECITALS

WHEREAS, the City of Gary operates a health department pursuant to I.C. 16-20-4, et seq. (“City Health Department”); and

WHEREAS, the County operates a health department in accordance with I.C. 16-20-2, et seq. (“County Health Department”); and

WHEREAS, the state legislature has enacted legislation by the terms of which the County executive must choose by September 1, 2023 whether to opt in to the newly created health funding statute and to accept additional funding and to provide core public health services in the County, as further described by I.C. 16-46-10-2.2(e) (“Additional Public Health Funding”); and

WHEREAS, the Board of Commissioners of Lake County, Indiana has voted to opt in to the Additional Public Health Funding; and

WHEREAS, in accordance with I.C. 16-46-10-2.6, for counties with a city health department established under I.C. 16-20-4-3, funding of the city health department shall be determined based on a per capita amount as provided in I.C. 16-46-10-2.2(d); and

WHEREAS, in accordance with I.C. 46-10-2.6, the county fiscal body and city fiscal body shall enter into an interlocal agreement solely for the purpose of distributing the City Health Department’s total amount of the City Health Department’s per capita share of funding, and the County shall distribute the City Health Department’s per capita share not later than five (5) days after the date funds are received from the state department; and

WHEREAS, the parties now desire to enter into this Agreement in accordance with I.C. 16-46-10-2.6 and as further described herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1. RECITALS.

The Recitals are an integral part of this Agreement and are specifically incorporated by reference herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES.

Each party represents to the other party that it has all requisite powers, authority, and legal right to enter into and carry out the obligations set forth in this Agreement.

ARTICLE III. OBLIGATIONS OF COUNTY.

County shall perform the following services:

A. By or before September 1, 2023, and any year thereafter determined by the State, notify the Indiana Department of Health of its acceptance of Additional Public Health Funding;

B. Distribute the City Health Department's per capita share of Additional Public Health funding (as provided in I.C. 16-46-10-2.2(d) not later than five (5) days after the date funds are received from the state department)

C. Utilize the Additional Public Health Funding in compliance with I.C. 16-46-10 and I.C. 16-20-1-12;

D. Regularly report key performance indicators to the Indiana Department of Health;

E. Place all Additional Funding in the County Health Fund;

F. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the health department;

G. Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health; and

H. Be responsible for any State audit concerning Additional Funds distributed to the County Health Department, including any findings made in those audits.

ARTICLE IV. OBLIGATIONS OF THE CITY OF GARY.

The City of Gary shall perform the following services:

- A. Receive the City Health Department's per capita share of Additional Public Health Funding (as provided in I.C. 16-46-10-2.2(d));
- B. Utilize the Additional Public Health Funding in compliance with I.C. 16-46-10 and I.C. 16-20-1-12;
- C. Regularly report key performance indicators to the Indiana Department of Health;
- D. Place all Additional Funding in the Municipal Health Fund;
- E. Submit a plan to the Indiana Department of Health that demonstrates the core public health services to be provided by the local health department;
- F. Provide regular reports on financial activities, budget utilization, and other relevant financial information as required by the Indiana Department of Health;
- G. Be responsible for any State audit concerning Additional Funds distributed to the City Health Department, including any findings made in those audits; and
- H. Assure that not more than 10% of the funds shall be expended for capital expenses.

ARTICLE V. JOINTLY HELD PROPERTY.

There will be no jointly held property under this Agreement.

ARTICLE VI. JOINT BOARD.

The parties hereby acknowledge and agree that the purpose and intent of this Agreement is not to undertake the joint exercise of power within the meaning of I.C. 36-1-7-2(a), and, therefore, this Agreement need not address other matters related to the financing, staffing, budget, administration through a joint board or separate legal entity, or the manner of acquiring holding and disposing of real and personal property of a joint undertaking.

ARTICLE VII. DISPUTE RESOLUTION.

Any disputes that may arise under this Agreement shall be resolved by the parties' respective executive officers or their designees. In the event the parties are unable to resolve their claims through the executive officers or their designees, the parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules of Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the cost of the mediator and any filing fees. The mediation shall be held in Crown Point, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

In the event of any litigation between the City of Gary and Lake County that arise out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorney's fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Lake County, Indiana.

ARTICLE VIII. RECORDING AND FILING.

This Agreement shall be recorded in the Office of the Recorder of Lake County, Indiana, and filed with the Indiana State Board of Accounts within sixty (60) days of execution. This Agreement shall also be filed with the Indiana Department of Health.

ARTICLE IX. EFFECTIVE DATE.

This Agreement shall be effective upon the occurrence of the following:

- A. Signing by the parties hereto;
- B. The passage of appropriate resolutions and ordinances, recordation of this Agreement with the Lake County Recorder; and
- C. Filing of this Agreement with the Indiana State Board of Accounts, Lake County Auditor, and Indiana Department of Health.

ARTICLE X. TERM OF AGREEMENT.

This Agreement shall be in effect for a period of five (5) years from the Effective Date (the "Term") and shall automatically renew for successive five-year periods (each "Renewal Term"), provided neither party provides written notice that it is terminating this Agreement, which notice shall be provided by the terminating party no later than one (1) year prior to the expiration of any Term or Renewal Term. This Agreement may otherwise be terminated or extended only by a written agreement signed by all parties.

ARTICLE XI. NOTICE.

All notices, requests, demands, and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed given or delivered when (i) delivered by hand, (ii) mailed by prepared express overnight mail service, such as "Federal Express" or similar mail service, or (iii) mailed by registered or certified U.S. Mail, return receipt requested, and in any case addressed to the respective party at its address set forth below, or at such address as either party to this Agreement has designated by notice in writing to the other party as provided in this Agreement.

If to The City of Gary:

Suzette Raggs
Gary City Clerk
555 Polk Street
Gary, IN 46320

If to the County:

Peggy Katona
Lake County Auditor & Clerk of the Lake County Council
2293 North Main Street
Crown Point, IN 46307

ARTICLE XII. INDEMNIFICATION.

Each party hereto agrees to indemnify, defend, exculpate, and hold harmless the other parties hereto, and their respective officers and employees, from and against any and all claims, suits, and liabilities of any kind or character, including reasonable attorney's fees, which result or arise from any negligent acts or omissions of said party, or those for whom said party is responsible, arising from or connected with the performance of any of the duties or responsibilities of said party under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, each party hereby acknowledges and agrees that each party's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and each party's obligations to indemnify and save the other party, its agent and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorney's fee and expense at the trial and appellate levels) arriving out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to I.C. 34-13-3-4, as amended.

ARTICLE XIII. GOVERNING LAW & VENUE.

This Agreement is governed by the laws of the State of Indiana, City of Gary, and County to the extent provided by law, waive their right to a jury trial in any manner arising out of this Agreement and this waiver is absolute and unconditional. The parties hereby submit to the jurisdiction of Lake County, Indiana courts, and waive any objection to venue with respect to actions brought in such courts.

ARTICLE XIV. MODIFICATION/NO WAIVER.

The terms and conditions set forth in this Agreement may be modified only by the express, written consent of both parties. Except for changes made in accordance with this Article, no deviation, whether intentional or unintentional, shall constitute an amendment or modification of this Agreement, nor constitute a waiver by City of Gary of any rights in this Agreement.

ARTICLE XV. ASSIGNMENT.

City of Gary and County may only assign their rights and obligations under this Agreement with the prior written consent of the other party. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

ARTICLE XVI. INTERPRETATION AND INTENT.

This Agreement constitutes the entire agreement between the parties. Any representations, promises or conditions in connection therewith not set forth in the foregoing or in writing signed by both parties will not be binding. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City of Gary solely by virtue of City of Gary Representatives having drafted all or any portion of this Agreement.

IN WITNESS WHEREOF, the City of Gary, Indiana and Lake County, Indiana have approved this Agreement on the Effective Date.

MEMBERS OF LAKE COUNTY COUNCIL

DAVID HAMM

CHRISTINE CID

RANDELL C. NIEMEYER

RONALD BREWER

PETE LINDEMULDER

TED F. BILSKI

ATTEST:

PEGGY KATONA, Auditor

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GARY, INDIANA, AS FOLLOWS:

We, the Gary Common Council, agree to the Interlocal Agreement by and between Lake County, Indiana and the City of Gary Concerning the Distribution of Certain Local Public Health Revenues.

PASSED AND ADOPTED by the Common Council of the City of Gary, Indiana, on the _____ day of _____, 2024.

PRESIDENT, GARY COMMON COUNCIL

ATTEST:

CITY CLERK

PRESENTED by me, to the Mayor for his approval and signature this _____ day of _____, 2024.

CITY CLERK

APPROVED and SIGNED by me this _____ day of _____, 2024.

MAYOR, CITY OF GARY, INDIANA

Sponsored by: President Tai A. Adkins, 4th District Councilwoman

1st District _____
LORI LATHAM

2nd District _____
DWAYNE HALLIBURTON

3rd District _____
MARY BROWN

4th District _____
TAI ADKINS

5th District _____
LINDA BARNES-CALDWELL

6th District _____
DWIGHT WILLIAMS

At Large _____
DARREN WASHINGTON

At Large _____
MARIAN IVEY

At Large _____
MARK SPENCER

Prepared by: Attorney Tom O'Donnell, Attorney for the Lake County Council
Rinzer Williams, III, Legal Advisor for Gary Common Council

COMMITTEE ASSIGNMENT _____	Reported-Out/Date _____
1 st Reading/Date _____	Committee Hearing/Date _____
2 nd Reading/Date _____	Public Hearing/Date _____
3 rd Reading/Date _____	Final Reading/Date _____
Passed/Date _____	Deferred/Date _____
Defeated/Date _____	Adopted/Date _____
Tabled/Date _____	Override/Date _____
Publication Date _____	Community Hearing Date _____
Veto Date _____	Pocket Veto Date _____