



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2007-0304 Resolution In Committee

Resolution approving a Memorandum of Understanding between the City of West Allis Health Department and State Fair Park Exposition Center, Inc. concerning emergency Public Health preparedness.

Introduced: 12/18/2007

Controlling Body: License & Health Committee

Sponsor(s): Martin J. Weigel

COMMITTEE RECOMMENDATION *adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12-18-07</u>			Barczak				
			Czaplewski				
			Dobrowski				
			Kopplin				
	✓		Lajsic				
			Narlock				
		✓	Reinke				
			Sengstock				
			Vitale				
			Weigel				
			TOTAL	<u>5</u>			

SIGNATURE OF COMMITTEE MEMBER

*Kurt Kopplin* \_\_\_\_\_  
 Chair Vice-Chair Member

COMMON COUNCIL ACTION *adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12-18-07</u>	✓		Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
		✓	Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>	<u>1</u>		



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2007-0304**

**Final Action:**

DEC 18 2007

Sponsor(s): Martin J. Weigel

Resolution approving a Memorandum of Understanding between the City of West Allis Health Department and State Fair Park Exposition Center, Inc. concerning emergency Public Health preparedness.

WHEREAS, the West Allis Health Department is engaged in public health preparedness planning; and,

WHEREAS, good public health planning requires making advanced arrangements with facilities in the community to provide emergency public health services; and,

WHEREAS, the State Fair Park Exposition Center, Inc. has agreed to provide space if needed in an emergency.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached memorandum of understanding between the West Allis Health Department and the State Fair Park Exposition Center, Inc. be and is hereby approved.

BE IT FURTHER RESOLVED by the Common Council of the City of West Allis that the City Health Commissioner be authorized and directed to execute said agreement on behalf of the City.



**NOTE**

DEC 18 2007

**ADOPTED**

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED**

December 20 2007

Jeannette Bell, Mayor

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST ALLIS HEALTH  
DEPARTMENT AND STATE FAIR PARK EXPOSITION CENTER, INC.  
CONCERNING A MASS CLINIC SITE

This Agreement is entered into by the City of West Allis Health Department and the State Fair Park Exposition Center, Inc. (hereinafter referred to as "Facility").

RECITALS

A. Milwaukee and Waukesha Counties are susceptible to public health disasters and emergencies, and other mass casualty-producing events, both natural and human in origin, and may experience events of public health need that could exceed response capabilities of any individual local health agency or health department. Pursuant to the terms of federal, state, and local law, the Consortium and its Participating Health Agencies are required to promote health, control and contain health hazards, and to provide control, suppression and prevention of communicable diseases.

B. Chapters 66 and 251 of the Wisconsin Statutes provide the authority for local public health agencies in Wisconsin to enter into agreements for furnishing of services or the joint exercise of any power or duty required or authorized by law.

C. The Participating Health Agency and the Facility have determined that it is in the best interests of the people of their community and surrounding communities to designate a site or sites for distribution of medical supplies and to enter into an agreement to facilitate communication and provide for the sharing of resources and to provide the most expedited emergency response in the event a disaster, emergency, or public health need.

D. The purpose of this agreement is to provide the Participating Health Agency with mass dispensing and medical supply distribution sites for service to the general public in response to needs arising from bioterrorism, infectious disease outbreaks, and public health threats, disasters and emergencies that may or may not involve the activation of the Strategic National Stockpile.

1. Definitions.

(a) "Agreement" means the Memorandum of Understanding between the Participating Health Agency and Facility concerning the Mass Clinic Site.

(b) "Authorized Representative" means the Local Health Officer or Commissioner, or his or her designee, or other party named by the governing body, of a Participating Health Agency, who is authorized by law to request Use of, or commandeer, a facility under the terms of this Agreement and in conjunction with the Incident Command during a public health event, disaster or emergency.

(c) "Consortium" means the Milwaukee/Waukesha County Consortium for Emergency Public Health Preparedness.

(d) "Disaster" means any natural, manmade, or civil emergency that results in or causes harm or damage of sufficient severity and magnitude as to result in a municipal or county declaration of disaster or a declaration of a state of emergency or a declaration of a disaster area by the Governor of Wisconsin or the President of the United States.

(e) "Emergency" means any occurrence, or threat thereof, whether natural or manmade, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

(f) "Equipment" means any necessary items needed for a mass clinic site and owned by the Facility including, but not limited to office equipment, telephones, copy machines, fax machines, computers, tables, chairs, desks, cots, wheelchairs, coat racks, and refrigerators, restrooms, plumbing and other utilities.

(g) "Facility" means any building, location or property and/or surrounding grounds, subject to this Agreement.

(h) "Facility Representative" means the person, persons, or governing body of such facility, property, and grounds who has ultimate management authority over the facility and who is authorized to enter into this agreement.

(i) "Incident Command" means a functional management system established to control, direct, and manage the roles, responsibilities, and operations of all of the agencies involved in a multi-jurisdictional or multi-agency emergency response as defined in Wis. Adm. Code, Ch. Comm. 30.01 (16).

(j) "Local Health Officer" is as defined under Section 250.01(5) of the Wisconsin Statutes.

(k) "Mass Clinic Site" means a location large enough to accommodate a large number of the general public for the purposes of medical supply distribution and/or vaccinations or treatment.

(l) "Participating Health Agency" means the health departments/agencies located in Milwaukee County or Waukesha County who have entered into the Milwaukee/Waukesha County Consortium for Emergency Public Health Preparedness Mutual Aid Agreement as a member.

(m) "Public Health Need" means an increase in service and resource demands, which threaten to exceed a Participating Health Agency's capacity.

(n) "Strategic National Stockpile" (SNS) means the national repository for federal distribution of medical material to jurisdictions affected by a Disaster, Emergency, or Public Health Need and is designed to resupply and replenish state and local public health agencies' medical materials.

(o) "Use" means the time during which any Participating Health Agency utilizes a Facility in an Emergency, Disaster, or Public Health Need.

## AGREEMENT

WHEREFORE, THE PARTICIPATING HEALTH AGENCY AND FACILITY AGREE AS FOLLOWS:

1. Requesting Use of a Facility During a Disaster, Emergency, or Public Health Need and Designation of Authorized Representative.

The Participating Health Agency may request Use of a Facility only in the event of a Disaster, Emergency, or Public Health Need. Only an Authorized Representative shall have the authority to initiate the request for Use or commandeer a Facility. Each Participating Health Agency shall designate its Authorized Representative by completing the form attached hereto as Exhibit B and submitting it to the Consortium, the Facility, and their respective County Emergency Management Office.

2. Initiating and Responding to a Request for Use.

(a) The Participating Health Agency may initiate a request for Use by contacting the designated Facility Representative(s) directly in responding to a Disaster, Emergency, or Public Health Need. If Incident Command/Emergency Operations Center has been established, a Participating Health Agency or the Consortium should notify Incident Command/Emergency Operations Center of the request and underlying need as soon as possible.

(i) The Participating Health Agency shall identify the event giving rise to the request for Use, specify the amount and type of equipment being requested, and the specific time in which the Facility will be in Use. It shall be responsible for providing and training its staff during the time of Use.

(ii) The Facility representative(s) shall take such action as is necessary to provide and make available the facility as requested within 2 hours of the request. The facility must suspend or curtail activities of its own if such activities would interfere with the ability of the participating health agency to carry out its obligations.

(iii) Nothing shall prohibit or limit the amount of Use or assistance from the Consortium if a situation warrants such.

(b) The Participating Health Agency may initially request Use either verbally or in writing on the form attached hereto as Exhibit D. If verbal, the Consortium or its Participating Health Agency shall complete the form attached hereto as Exhibit D as soon as possible following the initial verbal request and forward same to the Facility.

(c) The Equipment and resources of any Facility shall fall under operational control of the Participating Health Agency once Use is rendered. The facility shall make available an employee during the Participating Health Agency Use to oversee the day to day operations of the facilities' utilities and equipment, respond to any need or concerns the Participating Health Agency would have and shall designate such person or persons on Exhibit C attached hereto and submit such to the Consortium and its Participating Health Agency.

3. Equipment and Supplies. The Facility rendering Use to the Participating Health Agency shall be reimbursed by the Participating Health Agency or the Consortium for any reasonable loss or damage incurred in the operation of any Equipment, unless the facility does any of the following and provided that the Participating Health Agency is not required to reimburse the Facility for use of the facilities as rent or lease otherwise:

(a) Assumes in whole or part such loss or damage;

(b) Loans equipment or donates services to the Consortium or its Participating Health Agencies without charge or cost; and

(c) Agrees to an allocation of expenses between the Facility and the Participating Health Agency.

4. Reimbursement. In a Disaster, Emergency, or Public Health Need that results in state or federal reimbursement to a Participating Health Agency, the Facility may prepare an itemized statement of costs including labor, equipment loss, lost revenue, and damage for reimbursement from state and federal aid. If reimbursement is given to the Consortium or its Participating Health Agencies, it shall compensate the Facility only to the extent that the reimbursement it received covers any costs or expenses it owes to the facility under this agreement. All parties shall cooperate as necessary in seeking reimbursement.

5. Duration and Recall. The Participating Health Agency may use the Facility and Equipment for as long as it deems reasonably necessary and reasonably appropriate to respond to the Disaster, Emergency, or Public Health Need.

6. Insurance. The Consortium and its Participating Health Agency and Facility shall determine for themselves what insurance to procure, if any. Nothing in this Agreement shall be construed to require any party to procure insurance.

7. List of Participating Health Agencies. The Consortium shall maintain a current listing of Participating Health Agencies and Facilities with their Authorized Representatives and contact information, and provide the appropriate listing to each of the Participating Health Agencies and Facilities.

8. Independent Relationship. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create a partnership, joint venture or any relationship between the Participating Health Agency, Consortium, or Facility other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement.

9. Indemnification. Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees (collectively "Liabilities"), which in any manner result from or arise out of the sole act(s) or omission(s) of Participating Health Agencies, its officers, agents, employees or authorized users of these Participating Health Agencies, whether by negligence or otherwise, shall be the sole responsibility of the Participating Health Agencies causing those Liabilities. In such cases, those Participating Health Agencies agree to indemnify, hold harmless and defend all other Participating Health Agencies from and against any and all such Liabilities. It is agreed that nothing in this Agreement is intended to inure to the benefit of any third party. The Consortium and its Participating Health Agencies are governmental entities entitled to governmental immunity under the common law and under sec. 893.80, stats, and the Consortium and its Participating Health Agencies agree that nothing contained herein shall waive the rights and defenses to which they may otherwise be entitled, including all of the immunities, limitations and defenses under sec. 893.80, stats.

10. Miscellaneous Provisions.

(a) Term and Termination. This Agreement shall commence for the parties upon execution of this Agreement and shall continue until the Participating Health Agency or Facility terminates its participation in this Agreement. The Participating Health Agency or Facility may terminate its participation in this Agreement by providing written notice to the Consortium, the Participating Health

Agency and to the Facility at least thirty (30) days prior to the effective date of such termination. Termination shall not be effective for any time the Consortium or its Participating Health Agency is using or intends on using the facility for an Emergency, Disaster or Public Health Need.

(b) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(d) Amendments. Amendments or modifications to this Agreement shall be made in writing and executed by the Consortium and the Participating Health Agency and the Facility.

(f) Effective Date. This Agreement becomes effective on the date in which both the Facility and the Participating Health Agency have signed this Agreement and have thus agreed to be bound by its provisions.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST ALLIS HEALTH DEPARTMENT AND THE STATE FAIR PARK EXPOSITION CENTER, INC. CONCERNING A MASS CLINIC SITE

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of this 11 day of December, 2007.

STATE FAIR PARK EXPOSITION CENTER, INC.

By: Sandra Lang  
Sandra Lang  
Title: President

Attest: Mary C. Conner  
Mary C. Conner  
Title: Event Manager

CITY OF WEST ALLIS HEALTH DEPARTMENT

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

5-4-2008



EXHIBIT B

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST ALLIS HEALTH  
DEPARTMENT AND THE STATE FAIR PARK EXPOSITION CENTER, INC.  
CONCERNING A MASS CLINIC SITE

AUTHORIZED REPRESENTATIVE DESIGNATION WORKSHEET

Date: 12/11/2007

Name of Participating Health Agency: City of West Allis Health Department

Mailing Address: 7120 W. National Avenue

City, State, Zip Code: West Allis, WI 53214

Authorized Representatives to request Use of Facility:

**Health Officer/Commissioner, or other designee, or other party named by the governing body**

Name: Terry Brandenburg

Title: Health Commissioner

Address: 7120 W. National Avenue; West Allis, WI 53214

Day Phone: 414-302-8600; 414-302-8637

Night Phone: 414-327-6498

Pager: 414-601-2394

Cell Phone: 414-940-1371; 414-324-1612

Fax: 414-302-8628

E-Mail: tbrandenburg@ci.west-allis.wi.us

**First Alternate Designee**

Name: Sally Nusslock

Title: Director of Community Health

Address: 7120 W. National Avenue; West Allis, WI 53214

Day Phone: 414-302-8600; 414-302-8627

Night Phone: 414-545-2544

Pager: 414-601-2395

Cell Phone: 414-324-1613; 414-852-7633

Fax: 414-302-8628

E-Mail: snusslock@ci.west-allis.wi.us

**Second Alternate Designee**

Name: Shawne Johnson

Title: Assistant Director of Community Health Services

Address: 7120 W. National Avenue; West Allis, WI 53214

Day Phone: 414-302-8600; 414-302-8626

Night Phone: 262-781-7312

Pager: n/a

Cell Phone: 414-940-1372; 414-324-1615

Fax: 414-302-8628

E-Mail: sjohnson@ci.west-allis.wi.us

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST ALLIS HEALTH DEPARTMENT AND STATE FAIR PARK EXPOSITION CENTER, INC. CONCERNING A MASS CLINIC SITE

FACILITY REPRESENTATIVE DESIGNATION WORKSHEET

Date: 12/11/2007

Name of Facility: STATE FAIR PARK EXPOSITION CENTER, INC.

Mailing Address: 8200 W. Greenfield Avenue

City, State, Zip Code: West Allis, WI 53214

Authorized Representatives to open Facility, offer, or provide assistance:

**Facility Representative, or other designee, or other party named by the governing body**

Name: Sandra Lange

Title: President, Wisconsin Exposition at State Fair Park

Address: 8200 W. Greenfield Avenue

Day Phone: 414-727-8845

Night Phone: 414-462-1125

Pager: \_\_\_\_\_

Cell Phone: 414-218-1827

Fax: 414-727-8842

E-Mail: slange@wiexpoctr.com

**Alternate Designee**

Name: Brian Wettlaufer

Title: VP Operations

Address: 8200 W. Greenfield Avenue

Day Phone: 414-727-8843

Night Phone: 414-855-0267

Pager: \_\_\_\_\_

Cell Phone: 414-218-5365

Fax: 414-727-8842

E-Mail: bwettlaufer@wiexpoctr.com

**Security Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Pager: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Janitorial/Maintenance Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Pager: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_