

Memorandum of Understanding
Between
CITY OF GREENFIELD
&
CITY OF WEST ALLIS

This Agreement made this September 5, 2023, by and between the CITY OF GREENFIELD (“GREENFIELD”) and the CITY OF WEST ALLIS (“WEST ALLIS”), both municipal corporations located in Milwaukee County, Wisconsin (“Agreement”).

Purpose of Agreement:

Greenfield desires to have West Allis provide certain public health services for Greenfield and West Allis is willing to provide such services upon the terms and conditions hereinafter set forth.

SECTION 1. SCOPE OF SERVICES:

West Allis shall provide public health services to Greenfield for the term of this Agreement. The services to be provided shall be provided to the standards required by state law and shall consist of the following programs and activities:

- A. Fulfill the requirements of Health Officer as mandated under Wisconsin Statutes and Administrative Codes.
- B. Consultation on environmental health related matters, public health nursing services, and Health Education services as set forth in Appendix A, which is attached and made a part hereof. Provision of environmental health services by West Allis will be explored.
- C. VFC childhood immunizations and follow-up on reported communicable diseases. Expansion of immunization services will be explored.
- D. Perform such other and further activities as may be necessary and proper to provide the services enumerated herein.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the West Allis under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work with the Greenfield Mayor (or designee) in an advisory capacity.

SECTION 3. COMPENSATION.

- A. Greenfield will pay West Allis an hourly rate for services provided, plus a 20% administrative fee, and mileage expenses. The hourly rate charged shall depend upon the title of the person providing the service and at the rates referenced in **Appendix A**. Administrative fees shall be computed using hourly rate only. Mileage will be reimbursed at a rate of \$0.665 per mile. West Allis will provide Greenfield with a monthly invoice for services provided. Greenfield will reimbursement West Allis monthly.
- B. Greenfield and West Allis may adjust the hourly rate and mileage rate upon the consent of the parties as needed during the course of this agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on September ____, 2023 and end on December 31, 2024.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least 30 days prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator
City of West Allis

OR

City Administrator
City of Greenfield

7525 W Greenfield Avenue
West Allis, WI 53214

7325 W Forest Home Ave
Greenfield, WI 53214

- C. This Agreement may be extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

SECTION 5. EMPLOYMENT RELATIONSHIP.

All wage and disability payments, pensions, workers compensation claims and any other benefits available for West Allis employees providing services under this Agreement shall be paid by West Allis. It being understood and agreed that such employees are employees of West Allis and not the agents or employees of Greenfield.

West Allis and its employees do not assume any other legal responsibilities nor does West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to Greenfield or any agreements or relationships Greenfield has or will enter into prior to, during, or after this Agreement ends. Further, Greenfield maintains and assumes responsibility for all legal and financial obligations and consequences for any and all incidents related to any of the responsibilities and duties of the City of Greenfield Health Department including but not limited to grants, contracts, agreements, other Agreements, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

SECTION 6. LIABILITY AND INDEMNIFICATION.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Greenfield and West Allis hereby mutually indemnify and shall defend and hold harmless each other, including their respective elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per event/claim, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be considered as a waiver of any defense or immunity that West Allis or Greenfield may be entitled to assert as to any third-party claimant.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to West Allis, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Each party shall reimburse the other, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

SECTION 8. AMENDMENTS.

Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

City of West Allis

By: _____
Dan Devine, Mayor

Attest: _____
Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

City Attorney

City of Greenfield

By: _____
Michael Neitzke, Mayor

Jennifer Goergen, City Clerk

Paula Schafer, Finance Director

Christopher Geary, City Attorney