



City of West Allis

Resolution: R-2020-0290

File Number: R-2020-0290

Final Action: 5/19/2020

Sponsor(s): Administration & Finance Committee

Resolution relative to the Agreement with the Village of Hales Corners for Public Health Services for the year 2020

WHEREAS, the City of West Allis has a fully qualified Public Health Department that is capable of providing such services to other municipalities; and

WHEREAS, the Village of Hales Corners has requested assistance from West Allis to provide such services; and

WHEREAS, it is in the best interest of both the City and Village to enter into an intergovernmental agreement on the provision of such services and is consistent with the City of West Allis 2017-2021 Strategic Plan, which includes one of the aspirations as collaboration and shared services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached 2020 Agreement for Public Health Services be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are hereby authorized to execute and deliver the aforesaid contract on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the contract including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

ADOPTED 5/27/2020

APPROVED 5/27/2020

Rebecca Grill, City Administrator/Clerk

Dan Devine, Mayor



Public Health
Prevent. Promote. Protect.

Hales Corners Health Department

Hales Corners Health Department

5885 S. 116th Street

Hales Corners, WI 53130

414.529.6155

hchealth@halescornerswi.org

March 5, 2020

Bob Leischow
Health Commissioner
West Allis Health Department
7120 W. National
West Allis, WI 53214

Bob,

Enclosed is the contract for Environmental Health Services between the Village of Hales Corners and the City of West Allis signed by the Hales Corners Village President, Dan Besson, and Village Administrator, Sandy Kulik. Once the contract is signed by West Allis officials, please send the original back to me.

Thanks for providing back-up services for Hales Corners. We appreciate your collaboration in getting this contract in place.

Sincerely,

Kathy Radloff, RN

Health Officer

Hales Corners Health Department

2020 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January 2020, by and between the VILLAGE OF HALES CORNERS ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

WITNESSETH:

WHEREAS, Section 66.0301(2) of the Wisconsin Statutes authorizes cities and villages to enter into inter-governmental cooperation agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

WHEREAS, for 2020, the Village may desire to have the City provide certain environmental health services for the Village, and the City is willing to provide such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. SCOPE OF SERVICES.

City shall provide as requested environmental public health services to Village. The services to be provided may consist of the following programs and activities:

- A. Environmental health services as more fully set forth in Appendix A, which is attached and made a part hereof.
- B. Provide technical expertise in assessing and evaluating code enforcement and nuisance cases.
- C. Generate and submit all required environmental health reports to state agencies.
- D. Maintain all written and electronic documents prepared by and for the Village consistent with Wisconsin Confidentiality Statutes.
- E. Perform all requirements of an agent under contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection for the licensing and inspection of restaurants, hotels, motels, bed and breakfast establishments, tourist rooming houses, vending machines, swimming pools, and all other licensed establishments contained in the agreement.
- F. Perform all requirements of an agent under contract with the Wisconsin Department of Safety and Professional Services for the licensing and inspection of tattoo and body art facilities.
- G. 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 City of West Allis Health Department under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work under the general advisement of the Village Administrator.
- B. Services will be provided only to Village residents and businesses. All services will be provided at the West Allis Health Department, except as otherwise specifically provided herein.
- C. The City shall prepare and deliver to the Village an annual report on the public health services and activities provided for the Village.

SECTION 3. COMPENSATION.

- A. The Village will reimburse the City for services provided at the actual hourly rate (wage + benefits) of the Environmental Health Sanitarian(s) assigned plus a 20% administration fee, mileage and any supply costs. Reimbursement is due 30 days from receipt of the invoice.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2020 and end on December 31, 2020.
- B. Each party has the right to terminate this Agreement upon written notice of termination at least six (6) months prior to the termination date contained in said notice. Each party also has the right to terminate this Agreement upon any default hereunder by the other party, upon notice to the other party.
- C. This Agreement will be automatically 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, worker's compensation claims and medical expenses for City employees providing services under this Agreement shall be paid by City. It being understood and agreed that such employees are the employees of City and not the agents or employees of Village.

SECTION 6. 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.

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Dan Devine, Mayor

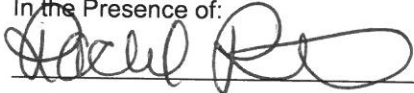
Attest:


Rebecca Grill, City Administrator


Countersigned by:

Peggy Steeno, Finance Director/Comptroller/City Treasurer

In the Presence of:








VILLAGE OF HALES CORNERS, a municipal corporation

By: 
Daniel P. Besson, Village President

Attest:


Sandra Mikulik, Village Clerk/Treasurer

Countersigned by:


Sandra Mikulik, Village Manager

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All wage and disability payments, pensions, worker's compensation claims and medical expenses for City employees providing services under this Agreement shall be paid by City. It being understood and agreed that such employees are the employees of City and not the agents or employees of Village.

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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.

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: *Dan Devine*
Dan Devine, Mayor

Attest: *Rebecca Grill*
Rebecca Grill, City Administrator

Countersigned by: *Peggy Steeno*
Peggy Steeno, Finance Director/Comptroller/City Treasurer

In the Presence of:

[Signature]
[Signature]
[Signature]

VILLAGE OF HALES CORNERS, a municipal corporation

By: *[Signature]*
Daniel J. Besson, Village President

Attest: *[Signature]*
Sandra Mikulik, Village Clerk/Treasurer

Countersigned by: *[Signature]*
Sandra Mikulik, Village Manager