

2005
AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January, 2005, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

W I T N E S S E T H:

WHEREAS, Section 66.03 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 2005, Village desires to have City provide certain public health services for Village, and 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 public health services to Village. The services to be provided shall consist of the following programs and activities:

- A. Environmental health, public health nursing, dental health and health education as more fully set forth in Appendix A, which is attached and made a part hereof.
- B. Immunization of at-risk personnel against hepatitis B. Village will pay the cost of necessary vaccine.
- C. Provide technical expertise in assessing and evaluating code enforcement and nuisance cases.
- D. Generate and submit all required health reports to state agencies.
- E. Maintain all written and electronic documents prepared by and for West Milwaukee consistent with Wisconsin Confidentiality Statutes.
- F. Fulfill the requirements of health officer as mandated under Wisconsin Statutes and Administrative Codes.
- G. Represent Village at meetings, hearings, etc., in matters related to the services provided under this Agreement. Such representation shall be provided only upon request from Village.

H. 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 Health Department of the City under the direction and supervision of its Health Commissioner. In providing such services, the Health Commissioner shall work under the general direction of the Village Clerk and/or Village Administrator.

B. Services will be provided only to West Milwaukee residents. All services will be provided at the West Allis Health Department, except as otherwise specifically provided herein.

C. Bi-annual reports shall be provided on Village resident use.

D. Ongoing information on health services shall be provided on a routine basis.

Section 3. Compensation.

A. Based on the 2005 Cost Estimates attached hereto, the Village will pay to City a monthly fee of Four Thousand Three Hundred Ninety-three Dollars (\$4,393) for the services to be provided under this Agreement for the 2005 calendar year. The fee is due and payable on the first of each month during the term of this Agreement and any renewal thereof.

B. The Village and City will meet annually in August of each year to renegotiate the monthly fee for the subsequent calendar year.

C. A credit of \$824.00 will be applied by the City to one of the monthly fees paid by the Village for professional liability coverage of \$150,000. Said credit shall represent 50% of the cost of said liability coverage maintained by the Village.

Section 4. Term.

A. The term of this Agreement shall commence on January 1, 2005 and end on December 31, 2005.

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.

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. Liability and Indemnification. Village agrees to indemnify, defend and save harmless City and its officers, directors, employees and agents from and against any and all liability for injuries or damages to persons or property as a result of this Agreement or the provision of services under this Agreement up to but not exceeding the sum of One Hundred Fifty Thousand Dollars (\$150,000) per occurrence. This indemnification applies to, but is not limited to, City's liability to Village or third parties in contract, in tort or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including defense costs and attorneys fees, except as provided in Section 5. Village shall not indemnify nor be responsible for reimbursement of expenses regarding liability and loss exceeding One Hundred Fifty Thousand Dollars (\$150,000) per occurrence.

Section 7. 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:

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Jeannette Bell, Mayor

Attest:

Paul M. Ziehler, City Administrative Officer,
Clerk/Treasurer

Countersigned by:

Gary Schmid,
Manager of Finance (Comptroller)

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: _____
Ronald G. Hayward, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

This Agreement has been drafted by the office of the City Attorney.