



Sally J. Nusslock
Health Commissioner
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Public Health
Prevent. Promote. Protect.
West Allis Health Department

TO: Rebecca Grill, City Administrative Officer
FROM: Sally Nusslock, Health Commissioner ^{SN}
DATE: June 11, 2018
SUBJECT: Greenfield Interagency Agreement

We have received a request from Darren Rauch, City of Greenfield Health Officer, to enter into a temporary agreement for Environmental Health oversight for their Department of Agriculture, Trade, and Consumer Protection (DATCP) Agent Program.

The Registered Sanitarian for Greenfield retired in March of this year. The State of Wisconsin, Department of Agriculture, Trade, and Consumer Protection (DATCP) Agent Program requires that the agency employ a Registered Sanitarian. Darren was not able to fill the vacancy with a Registered Sanitarian. He has filled the position with an individual who is eligible to sit for the exam but until that occurs he needs to enter into an agreement with another Agent to provide oversight. Darren's estimate of need is 20 hours per month. I believe we have the capacity to provide short term coverage for Greenfield.

I have attached the proposed Intergovernmental Agreement from Greenfield. It has been reviewed and approved by Nick Cerwin, Assistant City Attorney.

Please contact me if you have questions or need additional information.

Thank you!

Intergovernmental Agreement
Between
CITY OF WEST ALLIS HEALTH DEPARTMENT
&
CITY OF GREENFIELD HEALTH DEPARTMENT
June 4, 2018

Purpose of Agreement

To provide pursuant to the authority granted in Wis. Stat. §66.0301(2) temporary Environmental Health supervisory oversight as identified in Wis Admin Code § ATCP 74.08(4) until such time that the City of Greenfield's Environmental Health Specialist successfully passes the Registered Environmental Health Specialist (REHS) credential examination.

Duration of Agreement

This Agreement is in effect upon signature of both parties and for a period not to exceed 90 days from the date this Agreement was signed unless mutually agreed upon in writing by both parties. However, this Agreement shall end immediately at such time that the City of Greenfield staff member successfully completes the REHS credential exam and provides notice of the same to West Allis. Additionally, either party may terminate this Agreement at any time given two (2) weeks written notice to the other party. Any indemnification granted to the City of West Allis Health Department and the City of Greenfield Health Department under this Agreement and the provisions of paragraph two of the following "Services Provided" section shall survive the term of this Agreement.

Services Provided

Services provided by the City of West Allis Health Department, Environmental Health Program, will be limited to those specified in the Department of Agriculture, Trade, and Consumer Protection (DATCP) Agent Agreement, and include licensing and inspection responsibilities related to restaurants and retail food, lodging, and swimming pools. More specifically, these services include supervisory oversight to the Greenfield Environmental Health Specialist until he earns the REHS credential. Supervisory oversight may include providing shadowing opportunities, conducting joint inspections, reviewing inspection reports, and providing mentorship as appropriate. These opportunities may occur within Greenfield or West Allis for the time period this MOU is in effect. Actual services provided by the West Allis Environmental Health Program will be consistent with current agent contract, current regulations, as well as professionally accepted practices. Services provided will likely be approximately twenty (20) hours each month.

The City of West Allis and its employees do not assume any other legal responsibilities nor does the City of West Allis and its employees assume or imply responsibility for any financial obligations, responsibilities or liabilities related to the City of Greenfield or any agreements or relationships the City of Greenfield has or will enter into prior to, during, or after this MOU ends. Further, the City of 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 MOUs, day to day operations, and/or emergency responses prior to, during, or after this Agreement ends.

Employee Status

The supervisory oversight provided under this Agreement shall be an employee of the City of West Allis who has a current REHS or RS (Registered Sanitarian) credential consistent with Wis Admin Code § ATCP 74.08(2). The City of Greenfield shall keep in full force and effect its liability insurance policies which shall provide coverage for the actions of its employees and the actions of the employees provided by the City of West Allis Health Department pursuant to this Agreement.

Reimbursement of Costs

In consideration for services specified and provided under this Agreement, the City of Greenfield agrees to pay the City of West Allis Health Department a sum of \$35.00 per hour and \$0.545 per mile traveled as a direct result of the provision of said services. The City of West Allis Health Department will generate an invoice specifying the amount of hours of service provided and miles traveled related to the provision of service under this Agreement on a monthly basis. The City of Greenfield shall pay said invoice in full within 60 days of its receipt. The City of West Allis shall notify the City of Greenfield if the cost of the services provided by the Environmental Health Program is anticipated to exceed \$1,000.00 in any given month.

Indemnification

Each party shall indemnify and hold harmless the other party, their officers, directors, affiliated organizations, employees and agents, and the other members, from any and all liability, obligation, damage, loss, cost, claim or demand whatsoever of any kind or nature, including reasonable attorney's fees, and costs arising directly or indirectly from action taken, direction given, or omissions made by the indemnifying party under this Agreement.

Sovereign Immunity

Noting in this Agreement constitutes a waiver of either City's sovereign immunity, notice of claim procedures set forth in Chapter 893 of the Wisconsin Statutes or any other protections afforded either City by law.

Signatures

City of West Allis Authorized Individual

City of Greenfield Authorized Individual

Name _____

Name _____

Signature _____

Signature _____

Date _____

Date _____

Sally Nusslock

From: Nicholas Cerwin
Sent: Thursday, June 14, 2018 10:17 AM
To: Sally Nusslock
Subject: RE: Agreement re EHS Supervision

The changes appear to be generally cosmetic and don't impact the agreement. The only substantive issue was the removal of the provision indicating that Greenfield would pay all compensation, taxes, workers comp, etc. As we had discussed on the phone, that section doesn't really make sense as it was within the agreement because we are charging a flat fee per hour. We want to make sure we are covered under their insurance, but as far as I am aware, Greenfield would not be expected to pay all compensation, taxes, and workers comp, etc. That's all part of the 35\$ per hour that we would be getting for the work.

Accordingly, I am approving the updates made by Greenfield as they are either cosmetic changes OR in line with the intent of the agreement.

Let me know if you have questions or concerns.

Nick Cerwin
Assistant City Attorney | City Attorney's Office City of West Allis
7525 W. Greenfield Ave. | West Allis, WI 53214
Dept: 414-302-8450
Email: ncerwin@westalliswi.gov

-----Original Message-----

From: Sally Nusslock
Sent: Wednesday, June 13, 2018 5:07 PM
To: Nicholas Cerwin
Subject: RE: Agreement re EHS Supervision

Hi Nick,

I know you are swamped!
I need to get this on the next Council agenda.

Sorry!!!

Sally Nusslock
Health Commissioner/City Sealer | Health Department City of West Allis
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-----Original Message-----

From: Sally Nusslock
Sent: Friday, June 08, 2018 2:37 PM
To: Nicholas Cerwin
Subject: FW: Agreement re EHS Supervision