

SERVICE AGREEMENT

between

SOUTHWEST SUBURBAN HEALTH DEPARTMENT AND CITY OF WEST ALLIS

for

Public Health, Fiscal Agent, Human Resources, and Administrative Services

This service agreement ("Agreement") is entered into by and between the City of West Allis ("City") and the Southwest Suburban Health Department ("SWSHD"), for the purpose of addressing services to be provided to SWSHD.

The Parties agree as follows:

1. City shall provide public health services to SWSHD through its employees. All persons serving in regular positions within SWSHD's organizational chart shall be employees of City.
2. The City Health Commissioner shall serve as the local health officer for SWSHD.
3. City shall serve as the fiscal agent for SWSHD.
4. The initial term of this Agreement shall begin on April 1, 2024, and expire on March 31, 2029. This Agreement shall be automatically renewed annually thereafter. During the initial or any subsequent term, either party may notify the other of its intent to not to renew the Agreement by providing notice to the other party at least one year prior to the expiration of a term, unless both parties mutually agree to terminate this Agreement sooner.
5. Effective April 1, 2024, City shall become the employer of the City of Greenfield's health department employees who are identified on Exhibit A. The individuals who become City employees under this paragraph shall receive the pay rate and benefits identified in their offer letters. Otherwise, said employees shall be entitled to such benefits as are provided to all other non-represented City employees, consistent with the standard terms of employment for City.
6. SWSHD shall obtain and utilize office space to serve West Allis and Greenfield in a manner that provides equitable service to each community. City shall provide secure technological connectivity for all SWSHD locations to efficiently administer the activities outlined in this Agreement.
7. SWSHD, by contracting to obtain public health services from City, shall not exercise any supervisory authority over any City employee. The power to discipline, terminate or suspend employees providing SWSHD services and to establish their compensation remains with City.

8. SWSHD, by contracting to obtain public health services from City, shall not be responsible for the acts of the City employees. The City shall be liable for and may insure against any workers' compensation claims, general and auto liability, employee errors and omissions, employee dishonesty, and similar liabilities.
9. SWSHD shall adopt and comply with City's financial and accounting policies.
10. City shall maintain a separate "Grant Fund" so that grants awarded to SWSHD are accounted for and tracked.
11. City shall provide payroll, accounts payable, and human resources services in an electronic method as well as other services in a manner that enhances the efficiency of the administration of SWSHD.
12. City shall keep complete, accurate records of all receipts and expenditures of SWSHD operations.
13. City shall provide additional human resources and administrative services as well as policy recommendations as deemed necessary and as required by both parties for the effective, efficient, and legal administration of SWSHD.
14. All annual unspent operating monies shall be placed in an operating fund balance account in a special revenue fund set up for SWSHD administered by City.
15. In the event a capital fund is established, all annual unspent capital monies shall be placed in the capital fund balance account set up for SWSHD administered by City.
16. City shall complete annual audited financial statements of SWSHD's operating, grant, and capital (if created) financial accounts and provide copies of that statement to West Allis and Greenfield.
17. For 2024, administrative services provided for SWSHD by City in 2024 are included in the operating costs outlined in the Intergovernmental Agreement. For 2025 and beyond, City shall receive an administrative fee from SWSHD for the services specified above based on actual administrative costs, but such payment shall not exceed 5% of the total SWSHD annual operating budget.