

2022 – 2023 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January 2022, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

RECITALS:

WHEREAS, Section 66.0312 and 251.09 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 2022 - 2023, the Village desires to have the City provide certain public health and health inspection 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 public health services to Village for the term of this agreement. 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. Immunizations and follow-up on reported communicable diseases.
- C. 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 all requirements of an agent under contract with the Wisconsin Department of Agricultural, Trade and Consumer Protection (DATCP) for the licensing and inspection of retail food establishments/restaurants, hotels, motels, bed and breakfast establishments, tourist rooming houses, vending machines, swimming pools, and all other licensed establishments contained in the agreement and all other establishments contained in the agreement.
- I. Inspect and license tattoo and body art establishments.
- J. 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 with the Village Clerk and/or Village Administrator in an advisory capacity.
- B. The Health Department will work in collaboration with the Village of West Milwaukee to promote programs and services offered to West Milwaukee residents and businesses. All services will be provided at the West Allis Health Department as enumerated in this agreement, except as otherwise specifically provided herein.

- C. The Health Commissioner shall submit an annual report on the public health services and activities provided for the Village of West Milwaukee.
- D. Ongoing information on health services shall be provided on a routine basis.

SECTION 3. COMPENSATION.

- A. The Village will pay the City a monthly fee of \$6,920.14* in 2022 and \$7,058.54* in 2023 for the services to be provided under this agreement for each year of 2022 and 2023. 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 discuss biennial any renegotiation of the monthly fee for the subsequent calendar years.
- C. *A credit of \$983.50 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 yearly.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2022 and end on December 31, 2023.
- B. Each party has the right to terminate this Agreement by written notice of termination to the other party by mail at least six (6) months prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator City of West Allis 7525 W. Greenfield Avenue West Allis, WI 53214	or	Village Administrator Village of West Milwaukee 4755 W. Beloit Road West Milwaukee, WI 53214
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- 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, 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.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Village hereby indemnifies and shall defend and hold harmless the City of West Allis, its 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 City 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.

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 the City of 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.

Village shall reimburse the City of West Allis, 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, a municipal corporation

By: 
Dan Devine, Mayor


Attest:

Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller


Kail Decker, City Attorney

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: 
John Stalewski, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Kim Egan, Village Administrator

APPENDIX A
2022-2023
SERVICES OF THE WEST ALLIS HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

- I. COVID-19 education to businesses about contact identification, preventative practices and assistance in developing a COVID-19 Safety plan.
- II. Technical assistance and consultation on environmental hazards and nuisances, such as asbestos, lead, noise, chemical contamination, insect breeding and rodent infestation.
- III. Rabies control program.
- IV. Environmental lead testing and assessment.
- V. Control and management of food borne illness.
- VI. Agent for Department of Agriculture, Trade and Consumer Protection (DATCP) for the licensing and inspection of all Food Safety and Recreational Licensing (FSRL) programs: retail food establishments, hotels, motels, bed and breakfast establishments, vending machines, swimming pools, and all other licensed establishments contained in the agent agreement.
- VII. Agent for Department of Safety and Professional Service for Tattooing and Body Piercing.
- VIII. Licensing and inspection for animal fanciers, grooming, pet shop, establishments.

PUBLIC HEALTH NURSING

I. Communicable Disease Control

- a. COVID-19 positive case education and follow up include contact notification.
- b. COVID-19 outbreak management and investigation.
- c. Monitor and provide case follow up, information and consultation on control of communicable diseases, as required under State Statutes.

II. Immunizations

- a. COVID-19 Vaccinations are offered to all eligible persons onsite at the health department, through community-based clinics and in home for homebound persons.
- b. Influenza vaccinations are offered to all eligible persons onsite at the health department, through community-based clinics and in home for homebound persons. Insurance is billed for Medicaid and Medicare.
- c. Childhood immunizations: All children's recommended immunizations are available for VFC eligible children at no cost.
- d. Adult immunizations: Vaccines are available people eligible through state guidelines. Hepatitis A & Hepatitis B vaccines are available for purchase.

III. Clinic Services

- a. TB skin tests are provided free to Village employees whose position requires it and for any contacts to cases of active TB. TB Skin tests available for \$15 for West Milwaukee residents in weekly clinics.
- b. Blood pressure screening offered by appointment in weekly clinics.
- c. Free pregnancy urine testing, information, counseling, and referral is available in weekly clinics.
- d. Child Developmental Assessments offered to all children through 66 months. No charge. By appointment.
- e. Blood lead screening, consultation and referral available for children up to age 5. No charge. By appointment.
- f. Supplemental food and nutrition counseling offered by appointment to pregnant and breastfeeding young women, infants and young children (WIC).

IV. Consultation

- a. A public health nurse is available Monday - Friday between 8:00 a.m. - 5:00 p.m. to provide information, consultation, and community referral for any health-related concerns or questions, either by phone or on a walk-in basis.
- b. Prenatal care coordination (PNCC) offered free of charge to all pregnant women.
- c. Storks Nest: Educational incentive program for PNCC clients.
- d. First Breath Smoking Cessation Program for pregnant women.
- e. Bimonthly onsite assistance with Badgercare, Food Share, and Child Care applications by MiLES worker.
- f. Consultation to West Milwaukee School staff about general health department services, communicable diseases and immunizations.

V. Visitation

- a. Home or clinic visits made to individuals and families on a referral basis to provide assessment, consultation, information, and resources, Monday through Friday, 8:00 a.m. to 5:00 p.m. No charge.
- b. A public health nurse visit for first time mothers and infants in their home upon request. Information on infant care is provided and parenting resources are identified.

DENTAL HEALTH

- I. Provide dental education programs in school
- II. Assist individuals without dental insurance find resources
- III. Oral cancer screenings upon request
- IV. Dental care coordination
- V. Screening, fluoride varnish and referral during school based fluoride program
- VI. Home visit and consultations with new parents about preventive care and oral development
- VII. PNCC and WIC screenings, consultations and referrals)
- VIII. Consult with school staff and parents of students with dental needs

HEALTH EDUCATION

- I. Media releases and social media posting about health issues, programs and services
- II. Participation at West Milwaukee Night Out
- III. Safe Sleep education shared with expectant or new parents. Free Pack n' Play distribution to caregivers without a safe place for infant to sleep.
- IV. Child Passenger Safety Program- Car Seat checks are available to all parents and caregiver to ensure their car seat is installed securely.