

2024 – 2025 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January 2024, 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 January 1, 2024 – December 31, 2025, 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 (\$7,188.00) in 2024 and (\$7,332.00) in 2025 for the services to be provided under this agreement for each year of 2024 and 2025. 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.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2024 and end on December 31, 2025.
- 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.

In the Presence of:

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

In the Presence of:

Kayla Fitzgerald

Kayla Fitzgerald

Kayla Fitzgerald

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: *John Stalewski*

John Stalewski, Village President

Attest:

Susan M. Schupp

Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Kim Egan

Kim Egan, Village Administrator