

2019 AGREEMENT FOR PUBLIC HEALTH SERVICES

This Agreement made this 1st day of January 2019, by and between the VILLAGE OF GREENDALE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

WITNESSETH:

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 2019, the Village desires to have the City provide certain environmental health 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 environmental public health services to Village. The services to be provided shall consist of the following programs and activities:

- A. Environmental health services as more fully set forth in Appendix A, which is attached and made a part hereof.
- B. Provide technical expertise in assessing and evaluating code enforcement and nuisance cases.
- C. Generate and submit all required environmental health reports to state agencies.
- D. Maintain all written and electronic documents prepared by and for Greendale consistent with Wisconsin Confidentiality Statutes.
- E. Effective April 1, 2018 perform all requirements of an agent under contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection for the licensing and inspection of restaurants, hotels, motels, bed and breakfast establishments, vending machines, swimming pools, and all other licensed establishments contained in the agreement.
- F. Effective April 1, 2018 perform all requirements of an agent under contract with the Wisconsin Department of Safety and Professional Services for the licensing and inspection of tattoo and body art facilities.
- G. 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 under the general direction of the Village Manager.
- B. Services will be provided only to Greendale residents and businesses. All services will be provided at the West Allis Health Department, except as otherwise specifically provided herein.
- C. Annual report on the public health services and activities provided for the Village of Greendale.

SECTION 3. COMPENSATION.

- A. The Village will pay the City a monthly fee of One Thousand Two Hundred Seventy One dollars (\$1,271) for the services to be provided under this Agreement for 2019. The fee is due and payable on the first of each month during the term of this Agreement and any renewal thereof.
- B. The City will collect and retain of all license and inspection fees associated with Agent contract work.
- C. The Village and City will discuss annually any renegotiation of the monthly fee for the subsequent calendar years.
- D. 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, 2019 and end on December 31, 2019.
- 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:

Janette Wardeniski

CITY OF WEST ALLIS, a municipal corporation

By: Dan Devine
Dan Devine, Mayor

Attest:

Rebecca Grill
Rebecca Grill, City Administrator

Countersigned by:

Ann Marie Neff

Peggy Steend
Peggy Steend, Finance Director/Comptroller/City Treasurer

In the Presence of:

M. W. W.

VILLAGE OF GREENDALE, a municipal corporation

By: James M. Birmingham
James M. Birmingham, Village President

Attest:

Kristen Victory
Kristen Victory, Village Clerk/Treasurer

Countersigned by:

M. W. W.

Todd Michaels
Todd Michaels, Village Manager

M. W. W.

APPENDIX A

2019

ENVIRONMENTAL HEALTH SERVICE PROVISION FOR THE VILLAGE OF GREENDALE

- Provision of non-agent related environmental health:
 - Inspection, education, and/or consultation in the areas of, but not limited to:
 - human health hazards
 - complaints regarding nuisance health issues
 - lead poisoning investigation
 - pest control
 - Epidemiological investigation, information, and consultation on control of communicable disease, as required under State Statutes
 - Provide consultation for the review of code enforcement/health orders, ordinances and procedures as requested.

- Maintain the Agent Agreement with the Department of Agriculture, Trade, and Consumer Protection (DATCP) for:
 - Licensing and inspection of restaurants, retail food stores, and temporary events.
 - Licensing and inspection of public pools, including swimming pools and whirlpools.
 - Licensing and inspection of hotels/motels, including bed and breakfast establishments.
 - Licensing and inspection of school lunch program, including both full-service production kitchens and satellite kitchen locations.
 - Licensing and inspection of Weights and Measures (future option).
 - Provide consult and support for the control and management of food borne illness.

- Maintain the Agent Agreement with the Department of Safety and Professional Services (DSPS):
 - Licensing and inspection of tattoo and body piercing establishments.



City of West Allis

Resolution: R-2018-0711

File Number: R-2018-0711

Final Action:

Sponsor(s): Administration & Finance Committee

NOV 05 2018

Resolution relative to the Agreement with the Village of Greendale for Public Health Services for the year 2019.

WHEREAS, the City of West Allis has a fully qualified Public Health Department that is capable of providing such services to other municipalities; and

WHEREAS, the Village of Greendale has requested assistance from West Allis to provide such services; and

WHEREAS, it is in the best interest of both the City and Village to enter into an intergovernmental agreement on the provision of such services and is consistent the City of West Allis 2017-2021 Strategic Plan which includes one of the aspirations as collaboration and shared services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached 2019 Agreement for Public Health Services be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Administrator are hereby authorized execute and deliver the aforesaid contract on behalf of the City.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the contract including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

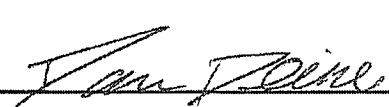
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ADOPTED NOV 05 2018

APPROVED 11/15/18



Steven A. Braatz, Jr., City Clerk



Dan Devine, Mayor