

Southwest Suburban Health Department

This agreement to establish a multiple municipal local health department is formed between the City of West Allis ("West Allis") and the City of Greenfield ("Greenfield") for the purpose of providing local health department services to both communities (the "Agreement"). West Allis and Greenfield are also referred to below as "Member Municipalities" and "parties."

WHEREAS, Wis. Stat. § 251.02(2)(a) requires Milwaukee County municipalities to either establish a local health department or contract for services in lieu of establishing their own department; and

WHEREAS, Wis. Stat. § 251.02(2)(b) allows Milwaukee County municipalities to establish a multiple municipal local health department that meets the requirements of Wis. Stat. Ch. 251 instead of establishing their own department or contracting for services; and

WHEREAS, Wis. Stat. § 66.0301(2) allows cities to contract with other municipalities for the joint exercise of any power or duty required or authorized by law in addition to any the provisions of any other statutes specifically authorizing cooperation; and

WHEREAS, West Allis and Greenfield agree that establishing a joint health department pursuant to both of the above provisions to gain efficiencies, improve communication, and offer more robust services is in the best interests of both communities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between West Allis and Greenfield as follows:

1. **NAME.** The multiple municipal local health department formed under this Agreement shall be called the Southwest Suburban Health Department ("SWSHD").
2. **DURATION**
 - a. SWSHD shall become a public body politic effective April 1, 2024 (the "Commencement Date") and shall begin to provide public health services to Member Municipalities on that date.
 - b. The initial term of the Agreement shall be for 5 years.
 - c. This Agreement shall automatically renew annually unless a party withdraws in accordance with this Agreement.
3. **LOCAL BOARD OF HEALTH.** Pursuant to Wis. Stat. § 251.03(4r), the parties disregard the requirements of Wis. Stat. § 251.03(1)-(4m) and instead establish a joint board of health ("Board") as follows:
 - a. Number of Members. The Board shall consist of not more than 8 members plus 1 additional member for each additional municipality that contracts to join SWSHD.
 - b. Appointment by Governing Bodies. The chief executive officer of a city or a village shall appoint members of a local board of health, subject to confirmation by its governing body.
 - i. West Allis may appoint up to 5 members to the Board.
 - ii. Greenfield may appoint up to 3 members to the Board.
 - iii. If any municipality contracts to join SWSHD, it may appoint 1 member to the Board. The Village of West Milwaukee ("West Milwaukee"), which presently contracts with West Allis for health department services and has

a member on the West Allis Board of Health, shall have a member on the SWSHD Board during 2024, while it decides whether to become a member of SWSHD as of January 1, 2025 or, in the alternative, to enter into a contract for comprehensive health department services with SWSHD ("Contract Municipality"). Any municipality that contracts for health department services shall be entitled to appoint a non-voting, liaison member to the SWSHD Board.

- c. Length of Term. Each member appointed to the Board shall serve a term established by the governing body that appointed that member.
 - d. No Limitation on Membership. The governing bodies of each municipality may appoint any number of elected officials or employees of that municipality to the Board.
 - e. Chairperson and Clerk. The Board shall elect a chairperson and clerk by majority vote.
 - f. Powers. The Board shall have the powers and perform such duties as are prescribed in Wis. Stat. Section 251.04, except as otherwise specifically provided in this Agreement or by state law.
4. **CONTRACTED PUBLIC HEALTH SERVICES FOR THIRD PARTIES**. The Board is authorized to enter into agreements to provide public health services to third party municipalities for a fee and under the terms established by the Board.
5. **LOCAL HEALTH OFFICER**. The local health officer for SWSHD shall be appointed by the Board by majority vote consistent with the terms of any service agreement to which SWSHD is a party.
6. **SERVICES**. SWSHD shall maintain to its best ability Level III local health department designation but will accommodate Level II or I if warranted pursuant to Wis. Stat. § 251.05(2)(c).
7. **EMPLOYEES AND CONTRACTORS**. Subject to the appropriations in the approved budget, SWSHD shall contract with the parties or third parties to perform health services as well as any administrative or other necessary services and may not hire employees.
8. **BUDGET**
- a. Member Municipality Contributions.
 - i. Year 2024. The 2024 operating expense budget for SWSHD shall be \$2,346,774, funded by contributions of \$676,929 from Greenfield and \$1,669,845 from West Allis no later than the Commencement Date. Each party shall retain any revenues from licenses, permits, or any other sources related to the operation of a health department in 2024, other than grants. SWSHD shall begin administering all health department grants for West Allis and Greenfield as of the Commencement Date and continue to do so in each subsequent year.
 - ii. Year 2025. The 2025 operating expense budget for SWSHD shall be funded by contributions by Member Municipalities. Greenfield's contribution shall equal \$724,272, increased by an amount equal to Greenfield's net new construction percentage plus 1%. West Allis' contribution shall be the remaining balance of the 2025 operating budget, not to exceed \$1,646,461, increased by an amount equal to West Allis'

net new construction percentage plus 1%. SWSHD shall receive and retain any revenues from licenses, permits, grants, or any other sources related to the operation of a health department in 2025 and each subsequent year.

- iii. **Year 2026 and Subsequent Years.** For 2026 and beyond, Greenfield shall contribute an amount equal to its previous year's contribution plus Greenfield's net new construction percentage, plus 1%. For example, if Greenfield's contribution in Year 1 is \$500,000 and its net new construction percentage for Year 1 is 0.5%, Greenfield's contribution for Year 2 would be \$507,500, comprising of the previous year's contribution (\$500,000) plus 1.5% of the previous year's contribution (\$7,500). However, Greenfield's contribution in any year shall not exceed an amount equal to its proportional share based upon the populations of the Member Municipalities according to the previous year's final population estimates provided by the Wisconsin Department of Administration. West Allis shall contribute the balance of the operating expenditure budget in any particular year.
- b. **Operating Expenditures.** The SWSHD Board shall prepare and adopt an annual budget for SWSHD's operating expenses by September 15 of the year prior to the budget year. The total annual operating expense budget increase shall not exceed the previous year's net new construction percentage for each Member Municipality, plus 1%. The Board is not required to seek or obtain approval from Member Municipalities if the Board adopts an operating expense budget equal or less than the amount set forth above. If the Board adopts an operating expense budget in excess of the amount set forth above, the budget is only approved if both Member Municipalities agree to appropriate additional funding.
- c. **Capital Expenditures.** The SWSHD Board shall prepare and adopt an annual budget for SWSHD's capital expenses by September 15 of the year prior to the budget year. For purposes of this Agreement, capital expenses are expenses, other than operating expenses, that are intended to provide a long-term benefit, such as the purchase of real property or fixtures attached to real property, and physical equipment with an expected useful life of more than 5 years. Upon majority approval of the annual capital improvements budget by the governing bodies of the Member Municipalities, the SWSHD Board may make or contract for approved capital project expenditures of up to the approved budget amount for each specific capital funding request.
- d. **Fund Balance.** Any unspent portion of an approved budget at the end of a fiscal year shall be allocated to SWSHD's fund balance. The Board shall have the authority to approve capital expenditures less than \$25,000 if using monies in the current fund balance. For capital expenditures of \$25,000 or more, or where a capital expenditure requires additional funding from the Member Municipalities than contained in the Board's approved budget, approval of the majority of Member Municipalities shall be required.
- e. **Delivery of Budget Request.** A copy of the budget, which shall include a statement of the amount apportioned to each municipality, shall be delivered to the governing body of each party.
- f. **Appropriation.** The appropriation to be made by each party shall be determined by the governing body of that city. If any governing body appropriates less than the amount authorized by this Agreement, the other party may seek any legal remedy to enforce the terms of this Agreement.

- g. Payment. Contributions to SWSHD under this section for each budget year shall be made by February 15 of the budget year. If a party fails to make any payment on or before the due date, the balance due shall accrue simple interest at an annual percentage rate of 18% for each day payment is overdue. In the event any party commences legal action regarding payments due under this Agreement, the prevailing party in such action shall be entitled to its costs, disbursements, and reasonable attorney's fees.

9. WITHDRAWAL

- a. Notice. West Allis or Greenfield may withdraw from this Agreement by giving written notice to the Board and to the governing body of the other party.
- b. Minimum Participation Period. Notwithstanding Sec. 9.a., no party may withdraw from this Agreement during the initial minimum participation period of 5 years unless withdrawal is necessary to meet statutory requirements for a Level I health department under Wis. Stat. § 251.05 or upon mutual agreement of the parties.
- c. Effective Date. Any notice to withdraw from this Agreement shall be given at least 1 year prior to commencement of the fiscal year at which the withdrawal takes effect.
- d. Fund Balance Return. Upon a party withdrawing under this provision, a portion of the fund balance on the effective date of withdrawal shall be returned to that withdrawing party. The amount returned shall be equal to the average proportion of contributions made by that party to SWSHD over the preceding 5 years.

10. AMENDMENTS. Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of the parties.

11. HOLD HARMLESS. Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by SWSHD or any party by reason of services provided shall be the liability of SWSHD, subject to the contributions of the parties herein described. Any such uninsured liability, costs, or damage shall be paid proportionately by each of the parties in the same manner as the annual appropriation is calculated, notwithstanding the political jurisdiction in which such injury, loss, or damage occurs, through contributions by such parties, or if such budget is insufficient, through additional contributions to SWSHD made proportionately by the parties.

12. ASSIGNMENT. No party may assign this Agreement.

13. SEVERABILITY. If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof.

14. INSURANCE. SWSHD shall procure and maintain during the term of this Agreement insurance to cover its operation. Such insurance shall include, but not be limited to property, comprehensive general liability, auto, worker's compensation, errors and omissions, and employee dishonesty insurance coverage. Such insurance shall name each of the parties as an additional insured.

15. WISCONSIN LAW. This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.
16. NO WAIVER OF IMMUNITIES. Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of any party under Wis. Stat. § 893.80 or any other statutory or common law.
17. ACKNOWLEDGMENT. The parties acknowledge by the signature of its duly authorized representative below that each party, through its authorized agent, has read and understands all the terms and conditions of this Agreement as set forth herein.
18. ENTIRE AGREEMENT. This document, including any and all attachments, unless stated herein or specified as illustrative, constitutes the entire Agreement between the parties on this subject matter and is intended as a final expression of the Agreement of the parties and the complete and exclusive statement of the terms of the Agreement. All other prior and collateral understandings, Agreements and promises with respect thereto are merged herein. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment, or modification. The parties may enter into any other agreements to further define any aspect of SWSHD's operations or administration.
19. PRESUMPTIONS. This Agreement is the result of negotiations between the parties, each of whom was represented by counsel. No party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.
20. AUTHORITY. The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.