

MEMORANDUM OF UNDERSTANDING  
FOR  
SANITARIAN / SEALER SERVICES

This Memorandum of Understanding for Sanitarian / Sealer Services entered into this \_\_\_\_ day of May, 2010 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (“Neenah”) and City of Menasha, a Wisconsin municipal corporation with offices at 140 Main Street, Menasha, WI 54952 (“Menasha”).

WITNESSETH

WHEREAS, Neenah currently has a vacancy in its Sanitarian / Sealer position;  
and,

WHEREAS, Menasha has a registered Sanitarian / Sealer and is able to provide limited interim services to Neenah until its vacancy is filled, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following terms and conditions.

1. SANITARIAN / SEALER SERVICES. Menasha shall provide Sanitarian / Sealer services to Neenah on an interim basis. Sanitarian services shall be provided in accordance with the requirements of Wis. Stat. ch. 97, and §440.98 and Wis. Adm Code DHS 160 and Sealer services shall be provided in accordance with the requirements of Wis. Stat. ch. 98. Menasha shall provide these services through its staff licensed as a sanitarian pursuant to Wis. Stat. §440.98 and qualified as a sealer under Wis. Stat. §98.04. The services of the Sanitarian/Sealer shall also be governed by Neenah Municipal Code ch. 4 Art. II (weights & measures) and ch. 8 (health regulations) as they relate to sanitarian and sealer services.
2. SCHEDULE & TERM. The schedule of services under this agreement shall be made by mutual agreement by the parties but shall not exceed one (1) day (7.5 hours) per week. The term of this agreement shall be for six months from the date of the Agreement unless terminated sooner pursuant to this Agreement. This agreement shall terminate two weeks after a Neenah Sanitarian / Sealer is hired and commences work for Neenah.
3. EMERGENCIES. The Menasha Sanitarian / Sealer shall be available to cover after hour emergencies pertaining to food establishments and if needed for other critical emergencies related to environmental health. During the ordinary workday, the Menasha Sanitarian / Sealer shall be available for emergencies pertaining to food establishments and if needed for other critical emergencies related to environmental health. Hours of services provided in response to

emergencies shall be in addition to the hours provided for under Paragraph 2 above.

4. PAYMENT AND BILLING. Neenah shall pay Menasha \$41.70 per hour for Sanitarian / Sealer services provided under this Agreement. The Menasha Sanitarian / Sealer shall keep time records that clearly identify the hours spent on services under this Agreement. Menasha shall bill Neenah for services under this Agreement monthly and Neenah shall pay said bills within 30 days of receipt.
5. MILEAGE & EXPENSES. Neenah shall reimburse Menasha for mileage incurred by its staff while providing the services under this agreement at the then established IRS mileage reimbursement rate. Said mileage shall be charged only if the Menasha Sanitarian / Sealer is required to use his personal vehicle and is otherwise eligible for reimbursement under Menasha policies. In addition, Neenah shall reimburse Menasha for reasonable out of pocket expenses related to the provision of services under this Agreement.
6. EQUIPMENT. Neenah shall provide the Menasha Sanitarian / Sealer with access to the Neenah Health Department vehicle for use while providing services under this Agreement. Neenah shall also provide the Menasha Sanitarian / Sealer with access to a Neenah Health Department Laptop Computer and cell phone for use while providing services under this Agreement.
7. INSURANCE AND DEFENSE OF CLAIMS. Neenah agrees to cover services provided by the Menasha Sanitarian / Sealer pursuant to this Agreement under the City's liability errors and omissions policy for City employees and extend protections of Wis. Stat. §895.46 to Menasha relating to defense of claims and payment of judgments arising from the services provided under this Agreement. Neenah shall provide Menasha with a Certificate of Insurance naming Menasha as additional insured for services provided under this agreement.
8. NO EMPLOYMENT RELATIONSHIP. Menasha and its Sanitarian / Sealer provides services under this Agreement as an independent contractor and not as an employee of Neenah or the Neenah Health Department. The Menasha Sanitarian / Sealer shall continue to be an employee of Menasha. Notwithstanding the foregoing, while providing services under this MOU to the Neenah Health Department, the Menasha Sanitarian/Sealer shall be covered by Neenah's workers compensation insurance coverage for any claims which arise as a result of services provided for under this Agreement.
9. GOVERNING LAW. The laws of the State of Wisconsin shall govern this Agreement.
10. NOTICES. Notices under this agreement shall be provided to the following addresses:

If to Neenah

City of Neenah, c/o City Clerk  
211 Walnut Street  
Neenah, WI 54956

With a copy to:

Neenah Health Department, c/o Director  
211 Walnut Street  
Neenah, WI 54956

If to Menasha:

City of Menasha, c/o City Clerk  
140 Main Street.  
Menasha, WI 54952

With a copy to:

Menasha Health Dept., c/o Director  
316 Racine Street  
Menasha, WI 54952

Notices shall be deemed delivered on the date mailed or hand delivered to the appropriate recipient.

IN WITNESS WHEREOF, the parties hereto accept the terms of this Agreement as of the \_\_\_\_ day of May, 2010.

CITY OF NEENAH

By: \_\_\_\_\_  
Mayor

CITY OF MENASHA

By: \_\_\_\_\_  
Mayor