

RESOLUTION R-19-16

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DE PERE AND THE CITY OF MENASHA REGARDING MUTUAL ASSISTANCE FOR ENVIRONMENTAL SERVICES

Introduced by Alderman Taylor

WHEREAS, the City of Menasha and City of De Pere both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes; and

WHEREAS, the City of Menasha and City of De Pere wish to provide assistance to the other in cases of sanitarian absence or vacation, and believe it is in the interests of their respective populations to do so under the terms and conditions provided in this Agreement; and

WHEREAS, both Cities believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the two agencies.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that the City of Menasha approves the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services.

Passed and approved this 6nd day of June 2016.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, MS, RDH, Public Health Director

Date: June 1, 2016

RE: Resolution Approving an Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services

The purpose of this memo is request approval for an Intergovernmental Agreement between the City of De Pere and the City of Menasha regarding Mutual Assistance for Environmental Services.

Background: The City of Menasha and City of De Pere both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes. This includes the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes.

The City of Menasha and City of De Pere Public Health Departments would like to provide assistance to one another other in cases of sanitarian absence or vacation. Under this agreement, the responding agency shall bill the requesting agency for sanitarian time (wage and benefits), and mileage at the responding agency's rate. This mutual aid will be for up to eight hours per week, not to exceed ninety-six hours or twelve weeks in a calendar year.

Staff Recommendation: This agreement is in the best interest of our residents. As agents of the State for environmental health services, we are required to have agreements in place so that there is continuity of operations during sanitarian absences. Staff recommends approval of the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services.

Board of Health Recommendation: The City of Menasha Board Health approved the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services on May 18, 2016.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE CITY OF MENASHA
REGARDING MUTUAL ASSISTANCE FOR
ENVIRONMENTAL SERVICES

This Agreement is entered into this _____ day of _____, 20____, between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the City of Menasha, a Wisconsin municipal corporation (“Menasha”) (hereinafter “the Parties”) pursuant to the authority set out in Wis. Stats. §66.0301 regarding municipal intergovernmental cooperation.

WHEREAS, the Parties both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes; and

WHEREAS, the Parties wish to provide assistance to the other in cases of sanitarian absence or vacation, and believe it is in the interests of their respective populations to do so under the terms and conditions provided in this Agreement; and

WHEREAS, both agencies believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the two agencies.

NOW THEREFORE, upon the mutual obligations and benefits set forth herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

- A. Absence means any of the following:
1. Long-term absence means any long-term absence such as FMLA or other extended absences of up to 12 weeks.
 2. Short-term absence means regular vacation or scheduled off days of no more than 10 consecutive work days.
- B. Requesting Agency means the Agency seeking personnel assistance from the other Agency.
- C. Responding Agency means the Agency providing personnel assistance to the other Agency.

II. COVERAGE

- A. Responding Agency agrees to allow its registered sanitarian (“Employee”) to assist Requesting Agency in the following:
1. Long term absences until the Requesting Agency obtains adequate contracted coverage from another source. Requesting Agency shall take reasonable steps to obtain adequate contracted coverage from another source. The Requesting Agency shall provide the Responding Agency with reasonable notice of any scheduled long-term absence.
 2. Short term absences for the duration of the absence. The Requesting Agency shall provide the Responding Agency with reasonable notice of scheduled short-term absences.
 3. The Responding Agency Employee shall be available to the Requesting Agency during any long or short term absence for immediate need services during the ordinary work day, including but not limited to the following:
 - a. Restaurant/Retail food pre-inspections;
 - b. Complaint investigations;
 - c. Food-borne illness investigations;
 - d. Technical health hazard/nuisance complaints that are outside the expertise of the remaining Requesting Agency department employees (i.e. methamphetamine laboratory or lead hazard complaints).
 4. The responding Agency Employee shall be available to cover after hour emergencies pertaining to food establishments and if needed for other critical emergencies related to environmental health.

B. Responding Agency shall be reimbursed by Requesting Agency as follows:

1. The Responding Agency shall bill the Requesting Agency for all time spent on the Requesting Agency's behalf at the Responding Agency's billable rate for the sanitarian, for up to eight (8) hours per week, not to exceed ninety-six (96) hours or twelve (12) weeks in a calendar year. The Parties may agree to additional billable hours in writing. It is understood that the billable rate includes wages and benefits for the Employee.
2. Mileage for the Responding Agency shall be billed to the Requesting Agency at the Responding Agency jurisdictions approved rate. Mileage will be billed for all responses which include travel for the Responding Agency, whether or not the parties treat the response as a "time for time" reimbursement or a billing reimbursement.

III. LEGAL STATUS, STANDARD OF CARE AND INDEMNIFICATION

- A. Employee shall remain the employee of Responding Agency during the period of such assistance for purposes of wages, and other matters pertaining to employment status, including workers compensation.
- B. Requesting Agency shall direct and control the work and actions of Employee during the period of assistance. Employee shall use the same degree of skill, discretion, care and diligence in the performance of services for the Requesting Agency as is ordinarily performed and exercised by a member in the same profession, currently practicing and under similar circumstances in the State of Wisconsin.
- C. Requesting Agency shall assume liability for, be responsible for, indemnify and, at the Responding Agency's request, defend and save harmless, the Responding Agency, its officer, officials, employees, agents and anyone to whom it may be liable by contract or otherwise, against any claim, loss, damage, or expense arising from any actual or claimed death or injury or damage to property, whether owned by Requesting Agency, Responding Agency, or third parties, including loss of use, which actually or allegedly results from, or actually or allegedly arises in connection with, the performance of this Agreement, including any such injury or death or damage caused in part by the Responding Agency's negligence.

IV. CONFIDENTIALITY AND RECORDS

- A. Each party understands that, in the course of this Agreement, it may become privy to confidential information regarding work performed for or information gathered while performing work for the other party. Each party shall maintain the confidentiality of all information deemed confidential by either party unless required to release the same by law or a lawful order of a court of competent jurisdiction.

- B. All records created while performing services for the Requesting Agency shall remain the property of the Requesting Agency and the Requesting Agency shall remain the custodian thereof for purposes of the Wisconsin Public Records Law (Wis. Stats. §19.21 *et seq.*)

V. TERM OF AGREEMENT

- A. This Agreement is effective as of the day written above and shall remain in effect for a period of one year.
- B. This Agreement shall be reviewed annually and automatically renew for a period of successive one year periods unless terminated by either party as provided herein.
- C. Either party may terminate this Agreement by providing the other party with a 90 day written notice of termination.

VI. MISCELLANEOUS

- A. The undersigned represent that they have the lawful authority to execute this Agreement on behalf of their governing body.
- B. This Agreement represents the entire Agreement between the Parties. No change, amendment or modifications to the terms of this Agreement shall be effective unless in writing and signed by both parties.

CITY OF DE PERE

CITY OF MENASHA

Michael J. Walsh, Mayor

Print Name:
Title:

Shana D. Ledvina, Clerk-Treasurer

Print Name:
Title: