

RESOLUTION NO. 2013-42

Resolution Authorizing the Village of Sturtevant To Enter Into An Amended Intermunicipal Agreement With The Villages Of Caledonia, Mt. Pleasant and North Bay for the Provision of Public Health Services Via a Joint Board of Health and Joint Health Department

The Village Board for the Village of Sturtevant, Racine County, Wisconsin resolves as follows:

WHEREAS, Caledonia, Mount Pleasant, Sturtevant and North Bay are villages located in Racine County which entered into a 2010 Intermunicipal Agreement for a joint board of health and joint health department (hereinafter referred to as the “Central Racine County Board of Health” and the “Central Racine County Health Department”) pursuant to Wis. Stat. Sections 66.0301, 252.02(3r) and 251.09 which provide for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide health services; and

WHEREAS, the parties would like to amend the Intermunicipal Agreement to clarify the procedure for providing representation on the Central Racine County Board of Health for other municipalities that are permitted to enter into the Intermunicipal Agreement with the Villages of Caledonia, Mt. Pleasant, Sturtevant and North Bay in the future; and

AGREEMENT

THIS AGREEMENT is made and entered into as of the date last executed by any of the parties, among the VILLAGE OF CALEDONIA, a municipal body (hereinafter referred to as "Caledonia"), VILLAGE OF MOUNT PLEASANT, a municipal body (hereinafter referred to as "Mount Pleasant"), VILLAGE OF STURTEVANT, a municipal body (hereinafter referred to as "Sturtevant"), and VILLAGE OF NORTH BAY, a municipal body (hereinafter referred to as "North Bay").

RECITALS

WHEREAS, Caledonia, Mount Pleasant, Sturtevant and North Bay are villages located in Racine County which entered into a 2010 Intermunicipal Agreement for a joint board of health and joint health department (hereinafter referred to as the "Central Racine County Board of Health" and the "Central Racine County Health Department") pursuant to Wis. Stat. Sections 66.0301, 252.02(3r) and 251.09 which provide for the establishment, governance, financing and management of a joint local board of health and joint local health department to provide health services; and

WHEREAS, The Village of Union Grove ("Union Grove") and Town of Waterford ("Waterford") contracted with the Central Racine County Health Department ("CRCHD") in 2012 and 2013, respectively, for the provision of public health services and are utilizing the Board of Health for CRCHD ("Board of Health") as their designated Board of Health during the terms of their respective Agreements; and

WHEREAS, the parties would like to amend the Intermunicipal Agreement to provide for representation on the Board of Health for Union Grove, Waterford and other municipalities that may enter into the Intermunicipal Agreement with the villages of Caledonia, Mt. Pleasant, Sturtevant and North Bay in the future;

WHEREAS, the parties would like to amend the Intermunicipal Agreement to denote that municipalities which contract for public health services with CRCHD ("Contract Municipalities") no longer have a local Board of Health but rather utilize the "Board of Health" as their designated Board of Health during the terms of their respective Agreements;

Member Municipalities and Contract Municipalities pursuant to Wis. Stat. § 251.02(3r). The Board of Health shall have the powers and perform such duties as are prescribed in Wis. Stat. Sections 251.04 and 251.05, except as otherwise specifically provided in this agreement or in joint ordinances adopted by the Member Municipalities, and Contract Municipalities. The Board of Health is authorized to enter into agreements to provide public health services to Contract Municipalities provided such municipalities are required to share in the costs of the Health Department on the same per capita basis as set forth in this Agreement. The Board of Health is further authorized to add additional Member Municipalities by joint resolution of the Board of Health and a requesting municipality that incorporates the terms and conditions of this intermunicipal agreement, and that further requires adoption of the Joint Health Department Ordinance governing the municipalities. The addition of Member Municipalities shall require a favorable vote of two-thirds (2/3) of the entire membership of the Board of Health.

- c. Budget and Financial Oversight. The Board of Health shall annually develop and adopt a budget. Each Member Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below. Each Contract Municipality shall be responsible for its share of the budget, in accordance with the methodology as set forth below and as stated in each Contract Municipality's agreement with the Board of Health. By September 1st of each year, the Board of Health shall forward a copy of its adopted budget to each Member Municipality. Any increase in the levy portion of the budget exceeding the average percentage of net new growth of Member Municipalities shall require the approval of the majority of Member Municipalities. In the event that the levy limit methodology set forth in Chapter 66 of the Wisconsin Statutes is amended, any increase in the levy portion of the budget shall be consistent with the new statutory methodology. At year end, any unspent portion of the approved budget shall go to the Health Department's fund balance. The Board of Health 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 Villages, the approval of the majority of Member Municipalities shall be required. Funding for additional personnel, that is not otherwise covered by grant or non-levy funding, shall require the approval of the majority of Member Municipalities.
- d. Fiscal Agent. The Village of Caledonia shall be the fiscal agent for the Health Department. Responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment-related

- ii. The Health Officer shall report to the Board of Health, which shall be responsible for performing evaluations of the Health Officer on a schedule to be determined by it.
 - iii. The Board of Health shall be responsible for all employment decisions pertaining to the Health Officer.
 - iv. The Board of Health shall approve all Health Department hires. Per Wis. Stat. Section 254.04(8), the Board of Health shall employ qualified public health professionals. The Health Officer, as an employee of and manager for the Village of Caledonia and per Wis. Stat. Section 251.06(3)(e), shall appoint all necessary subordinate personnel, ensure they meet appropriate qualifications, and have supervisory authority over all subordinate personnel. When possible, a Board of Health member shall be part of the interview panel for new hires.
 - v. Board of Health members shall be indemnified and held harmless by the Member Municipalities and Contract Municipalities for actions taken within the scope of their responsibilities. Board of Health members shall be covered by a Public Officials/Governmental Entity Policy. In addition, the Board of Health and Health Department shall be added as additional insureds on each municipality's general liability policy.
 - vi. With approval of the Board of Health, the Health Officer may discipline, suspend and terminate staff. All written discipline shall be reviewed by the Board of Health Personnel Committee. All suspensions and terminations shall be reviewed by the Board of Health Personnel Committee and approved by the Board of Health.
 - vii. Complaints and Grievances. The Board of Health shall work with the Village of Caledonia to ensure that its employment-related policies and procedures are consistent with applicable Personnel Manual (and collective bargaining agreements if applicable).
3. **Operations.** The Board of Health shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Health Department, provided, however that funding has been included as part of the approved budget. All employment contracts and contracts involving expenditures of \$25,000 or more shall be reviewed by the Board of Health attorney prior to signing. All operations of the Health Department shall be conducted in accordance with the requirement and standards of the applicable statutes,

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
9. **Merger and Integration.** This Agreement contains the entire agreement of the parties, and supersedes all prior negotiations, agreements and understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates indicated below.

Dated this ____ day of _____, 2013.

VILLAGE OF CALEDONIA

By: _____
President

Attest: _____
Clerk

Dated this ____ day of _____, 2013.

VILLAGE OF MOUNT PLEASANT

By: _____
President

Attest: _____
Clerk

Dated this ____ day of _____, 2013.

VILLAGE OF STURTEVANT

By: Steven D. Jensen
President

Attest: May A. Cole
Clerk

Dated this ____ day of _____, 2013.

VILLAGE OF NORTH BAY

By: _____
President

Attest: _____
Clerk