



NORTH SHORE HEALTH DEPARTMENT

BROWN DEER OFFICE
4800 W. Green Brook Dr.
Brown Deer, WI 53223-2496

SHOREWOOD OFFICE
2010 E. Shorewood Blvd.
Shorewood, WI 53211-2303

(414) 371-2980 • fax (414) 371-2988
nshealthdept.org

To: North Shore Boards of Trustees and Common Council
From: Becky Rowland, North Shore Health Department, Health Officer
Date: December 2022
Subject: North Shore Health Department: Intergovernmental Agreement Revision

The NSHD is moving toward building and co-locating with North Shore Fire/Rescue in Glendale. The current NSHD agreement, which goes through 2023, accounts for rental costs in Brown Deer and Shorewood, thus, it's critical to revise the current agreement in anticipation of a location change for NSHD in 2024. Reconfiguring the agreement now will ensure NSHD's smooth transition from Brown Deer and Shorewood, with the hope of maintaining uninterrupted services in 2024.

For most of 2022, NSHD and NSFR have been strategizing around co-locating our departments. In the month of November, after bids for the construction of Station 82 were received, including an alternate bid for the NSHD space, the NS Managers, NSHD Health Officer, and NSFR Chief collaborated to adjust the NSHD agreement to reflect the best interests of all 7 NS municipalities while supporting the construction and co-location of the 2 departments. As of November 18th, all parties came to a consensus around the changes required to the NSHD agreement.

A summary of the proposed changes to the current agreement, that will begin in 2024:

- Change the term of the agreement from 10 years to 8 years. This will allow for municipal population allocation to be based upon 2030 US Census data once this agreement concludes it 8 years.
- Eliminate Appendix A; make Appendix B the new Appendix A. The required services are written in Wisconsin state statute, thus not necessary to list here.
- Lock in cost allocation percentages share for all 8 years of the agreement. The communicable disease rates for 2018-2022 (30% of the whole) and the US Census data from 2020 (70% of the whole) will be used to determine the cost allocation for utilization for 2024-2031.
- Align the agreement with any changes in statutory references.
- Removal of administrative charge provision for Brown Deer because rent was factored into that total and will no longer be relevant. In its place an MOU between NSHD and Brown Deer will be implemented for future fiscal agency and administrative support.
- Provide a definition for utilization as it relates to communicable disease investigations, so the same comparators are used year over year.
- Removal of the third-party liability clause, as it was found to conflict with the hold harmless clause.



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The 2023 NSHD funding allocations are:

North Shore Health Department Formula				
2023 Dollars				
Current Formula				
Municipality	2020 Population	NSHD Funding	Cost Allocation %	Funding Per Capita
Bayside	4,482	\$ 30,522.00	5.68%	\$ 6.81
Brown Deer	12,507	\$ 121,283.00	22.57%	\$ 9.70
Fox Point	6,934	\$ 50,082.00	9.32%	\$ 7.22
Glendale	13,357	\$ 101,938.00	18.97%	\$ 7.63
River Hills	1,602	\$ 12,144.00	2.26%	\$ 7.58
Shorewood	13,859	\$ 121,283.00	22.57%	\$ 8.75
Whitefish Bay	14,954	\$ 100,057.00	18.62%	\$ 6.69
		\$ 537,309.00		

In 2024, member agencies shall pay the following allocation of the annual budgeted operational charges based on communicable disease (30%) and population (70%):

North Shore Health Department Formula					
2024 Dollars					
Option 2 - Remain with Current Formula, NSHD Moves to Glendale					
Municipality	2020 Population	Commun Disease	NSHD Funding	Cost Allocation %	Funding Per Capita
Bayside	4,482	5.3%	\$ 32,235.62	6.22%	\$ 7.19
Brown Deer	12,507	25.3%	\$ 106,282.49	20.52%	\$ 8.50
Fox Point	6,934	8.6%	\$ 50,493.21	9.75%	\$ 7.28
Glendale	13,357	22.5%	\$ 106,484.17	20.56%	\$ 7.97
River Hills	1,602	2.4%	\$ 12,307.52	2.38%	\$ 7.68
Shorewood	13,859	18.8%	\$ 103,424.01	19.97%	\$ 7.46
Whitefish Bay	14,954	17.1%	\$ 106,646.66	20.59%	\$ 7.13
	67,695		\$ 517,873.68		



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Explanations of the revisions are presented in the table below:

Changes in Expenses for North Shore Health Department			
Shorewood Rental Fee Removed	\$	(17,505.00)	
Brown Deer Admin/Rental Reduced	\$	(19,549.32)	
Facility Capital Expenses	\$	10,000.00	<-- NSHD creates own capital fund or payment goes to NSFD
Utility and Insurance Costs Added	\$	6,500.00	<-- NSHD pays invoices to NSFD
Payment of Borrowing Costs	\$	15,000.00	<-- Based on \$175,000 of borrowing paid through NSHD formula
NSHD Reducing Expenses/Add Grants	\$	(30,000.00)	<-- NSHD moves expenses to grants or reduce expenses
	\$	517,873.68	
Note: Formula adjusted slightly so units for Brown Deer & Shorewood are eliminated; based on 30% usage and 70% per capita			

For any years after 2031, Brown Deer and the member agencies shall recompute the 5-year average for communicable disease based on the years 2026-2030 and the per capita based on the 2030 US Census.

AGREEMENT FOR PUBLIC HEALTH SERVICES

NORTH SHORE HEALTH DEPARTMENT

VILLAGE OF BROWN DEER

AND

VILLAGES OF BAYSIDE, FOX POINT, RIVER HILLS, SHOREWOOD, WHITEFISH BAY; CITY OF GLENDALE;

2024-2031

**AGREEMENT FOR PUBLIC HEALTH SERVICES
NORTH SHORE HEALTH DEPARTMENT**

This Agreement is an Intergovernmental Cooperation Agreement pursuant to Sec. 66.0301, Wis. Stats., by and between the Village of Brown Deer (hereinafter referred to as Brown Deer) and the City of Glendale; Villages of Bayside, Fox Point, River Hills, Shorewood, and Whitefish Bay (hereinafter referred to as "Member Agencies").

WHEREAS, Section 251.02(2). of the Wisconsin Statutes specifically states that "In a county with a population of 750,000 or more, the governing body of each city or village shall establish a local health department that meets the requirements of this chapter (251) or shall contract with the local health department of another city or village in the county to have that local health department provide services"; and,

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WHEREAS, Section 251.03 (1) of the Wisconsin Statutes provides for the creation of a local board of health; and,

WHEREAS, Section 251.04 of the Wisconsin Statutes prescribes the duties and powers of a local board of health that includes, but does not limit, assuring a maintenance level of at least a "Level II", as defined in Section 251.05 (2)(b) of the Wisconsin Statutes; and,

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WHEREAS, Section 251.05 (3) of the Wisconsin Statutes further requires a local health department to: (a) regularly and systematically collect, assemble, analyze and make available information on the health of the community, including statistics on health status, community health needs and epidemiologic and other studies of health problems; (b) develop public health policies and procedures for the community; (c) involve key policymakers and the general public in determining a set of high priority public health services and assure these services to every member of the community; and, (d) submit data, as requested, to the local public health data system established by the department; and,

WHEREAS, Brown Deer and the Member Agencies have operated and funded a joint local health department since 2012, and

WHEREAS, Brown Deer and the Member Agencies have mutually benefited, both financially and through the provision of services, and

WHEREAS, Brown Deer and the Member Agencies desire to continue the operation and funding of the North Shore Health Department, and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between Brown Deer and Member Agencies as follows:

SCOPE OF CONTRACT

This Agreement supersedes and replaces all prior agreements for joint-local health department services, excepting that any provision of a previous agreement which is not specifically covered or amended by this Agreement shall remain in full force and effect, specifically, without limitation by enumeration herein, prior provisions relating to the organizational and governance structure of the North Shore Health Department.

DURATION

The initial term of the Agreement shall be for 8 years and shall automatically renew for five-year periods thereafter. During the initial or any subsequent term, a Member Agency may notify the NSHD of its intent to withdraw for any reason whatsoever from the Agreement or not to renew the Agreement with at least three (3) years advance written notice prior to the end of a term.

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SCOPE OF SERVICES

Brown Deer, on behalf of the North Shore Health Department, shall supply the following local public health services to all municipalities signatory to this agreement:

- A. Local Board of Health to discharge the powers, duties, and statutory obligations in accordance with Chapter 251 of the Wisconsin Statutes and DHS 140 of the Wisconsin Administrative Code for at least a Level II health department. Such services include, but are not limited to, public health nursing services, prevention and control of communicable disease and other disease, promotion of health and abatement or removal of human health hazards and selected objectives consistent with the current state health plan and DHS 140.05 and 140.06 of the Wisconsin Administrative Code.
- B. Local Health Officer to provide at least Level II public health services, with qualifications and duties of said local public health officer as prescribed in Section 251.06 of the Wisconsin Statutes and to discharge the duties of said office in accordance with Section 251.06 (3) of the Wisconsin Statutes.
- C. Submit on behalf of the North Shore Department grant proposals to State, Federal, or other agencies to assist in defraying costs of providing services herein.
- D. Perform any other and further activities as may be necessary and proper to provide public health services.
- E. A Medical Officer who is the medical advisor and is licensed to practice medicine and surgery by the State of Wisconsin shall be appointed by the Board of Health for a two-year term.
- F. Upon approval and execution of this agreement, the above-named municipalities agree that public health services will be performed in each of the municipalities by the "North Shore Health Department." In providing such services under this agreement, the employees of the North Shore Health Department will be employees of Brown Deer and will perform under the Director, (local health officer) who will work under the general direction of the Chief Administrative Officer in each North Shore municipality party to this agreement, or his/her designee in his/her municipality.

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Deleted: General public health services are more fully set forth in Appendix A.

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BOARD OF HEALTH

The North Shore Board of Health shall be composed of a representative appointed by each municipality for a two-year term, and members of the Board of Health will be authorized to carry out the duties and functions as specified in Section 251.04 of the Wisconsin Statutes.

The Board shall ensure that the Department provides all services required by Chapter 251 of the Wisconsin State Statutes and DHS 140 of the Wisconsin Administrative Code for at least a Level II health department.

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CHARGES

Brown Deer and Member Agencies shall pay an Operating Cost Allocation related to the North Shore Health Department as set forth in Appendix A. Annual Operating Cost Budget increases shall not exceed the average of the previous year's Member Agencies public safety (Police and Fire) collective bargaining agreement wage settlements, plus one percent (1%). Brown Deer and Member Agencies, through written consent, may increase the budgeted allocation beyond the applicable annual increase limit. Brown Deer shall provide Member Agencies with its Annual Operating Cost Allocations by September 15 each year.

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Should a significant community specific public health event or emergency occur or be requested by Brown Deer or a Member Agency served by the NSHD, and the NSHD incurs additional costs, Brown Deer or the Member Agency involved shall be responsible for any additional costs incurred.

LEGAL REPRESENTATION

The Village of Brown Deer's municipal attorney will serve as the default legal counsel for the North Shore Health Department for general questions and legal issues that impact the entire jurisdiction. Fees for legal council will be paid for by the North Shore Health Department out of their general budget. If there is a need for enforcement actions in Brown Deer or a specific Member Agency, the municipal attorney for the impacted municipality will be consulted by the North Shore Health Department, and representation and all attorney's fees and costs regarding representation shall be paid for by the specific municipality.

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PAYMENTS

Payments to the North Shore Health Department for Operative Costs shall be made fifteen (15) days prior to the last day of the first, fourth, seventh, and tenth month of the year.

If a Member Agency fails to pay in full any payment to be made by it as provided by this Agreement on the due date, Member Agencies shall be indebted to Brown Deer for the payment due, plus interest at an annual percentage rate of eighteen percent (18%), from the due date until full payment. In the event Brown Deer or any Member Agency 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.

Deleted: THIRD-PARTY LIABILITY ¶

It is expressly understood by and between the parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third-party, to the extent liability of the party shall be found and shall be responsible for all costs and fees attendant with the defense or settlement of such a claim. Nothing in this Agreement shall be construed to limit the right of contribution of either party against the other in the event of liability to a third-party. This Agreement is intended to be solely between the Parties hereto and its terms shall not be construed to add, supplement, or grant any rights, benefits, or privileges of any kind whatsoever to any third-party or parties. ¶

DISPUTE RESOLUTION

The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator. In any litigation thereafter will entitle the substantially prevailing party shall be entitled to its attorneys’ fees and costs.

AMENDMENTS

Any amendments to this Agreement or any exhibit hereto shall be approved by the governing bodies of Brown Deer and all Member Agencies.

HOLD HARMLESS

Any uninsured liability, costs of damages for personal injury, property damage, or any other loss of whatever nature incurred by the NSHD or any Party by reason of services provided by the NSHD shall be the liability of the NSHD, 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 accordance with the Operating Cost Allocation in Appendix A, notwithstanding the political jurisdiction in which such injury, loss, or damage occurs, through contributions by such Parties to the Operating Cost Budget, or if such operating budget is insufficient, through additional contributions to the NSHD made proportionately by the Member Agencies in accordance with Appendix A.

ASSIGNMENT

No party may assign this Agreement.

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.

INSURANCE

Brown Deer shall procure and maintain during the term of this Agreement insurance to cover this operation. Such insurance shall include, but not be limited to property, worker’s compensation, energy systems, errors and omissions, and employee dishonesty insurance coverage. Such insurance shall name each of the Member Agencies as an additional insured.

WISCONSIN LAW

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall constitute a waiver in whole or in part, of any immunities of Brown Deer or the Member Agencies under § 893.80 Wis. Stats. or any other statutory or common law.

ACKNOWLEDGMENT

Member Agency acknowledge by the signature of its duly authorized representative below that Member Agency, or its authorized agent has read and understands all the terms and conditions of this Agreement

as set forth herein, and Member Agency fully understands that Brown Deer is a provider of equipment and service and not an insurer, and Member Agency agree to be bound by such terms and conditions.

ENTIRE AGREEMENT

This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Brown Deer and Member Agencies 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 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.

This Agreement is not binding unless approved in writing by an Authorized Representative of Brown Deer. In the event of failure of approval, the only liability of Brown Deer shall be to return to Member Agencies the amount, if any, paid to Brown Deer upon signing of this Agreement. This Agreement supersedes and voids any previously existing agreement between Brown Deer and any of its Member Agencies.

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.

AUTHORITY

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties.

VILLAGE OF BAYSIDE

By: _____ DATE: _____
Eido Walny, Village President

By: _____ DATE: _____
Rachel Safstrom, Village Clerk

CITY OF GLENDALE

By: _____ DATE: _____
Bryan Kennedy, Mayor

By: _____ DATE: _____
Megan Humitz, City Clerk

VILLAGE OF BROWN DEER

By: _____ DATE: _____
Wanda Montgomery, Village President

By: _____ DATE: _____
Caren Brustmann, Village Clerk

VILLAGE OF FOX POINT

By: _____ DATE: _____
Douglas Frazer, Village President

By: _____ DATE: _____
Kelly Meyer, Village Clerk

VILLAGE OF RIVER HILLS

By: _____ DATE: _____
Christopher Noyes, Village President

By: _____ DATE: _____
Tammy LaBorde, Village Clerk

VILLAGE OF SHOREWOOD

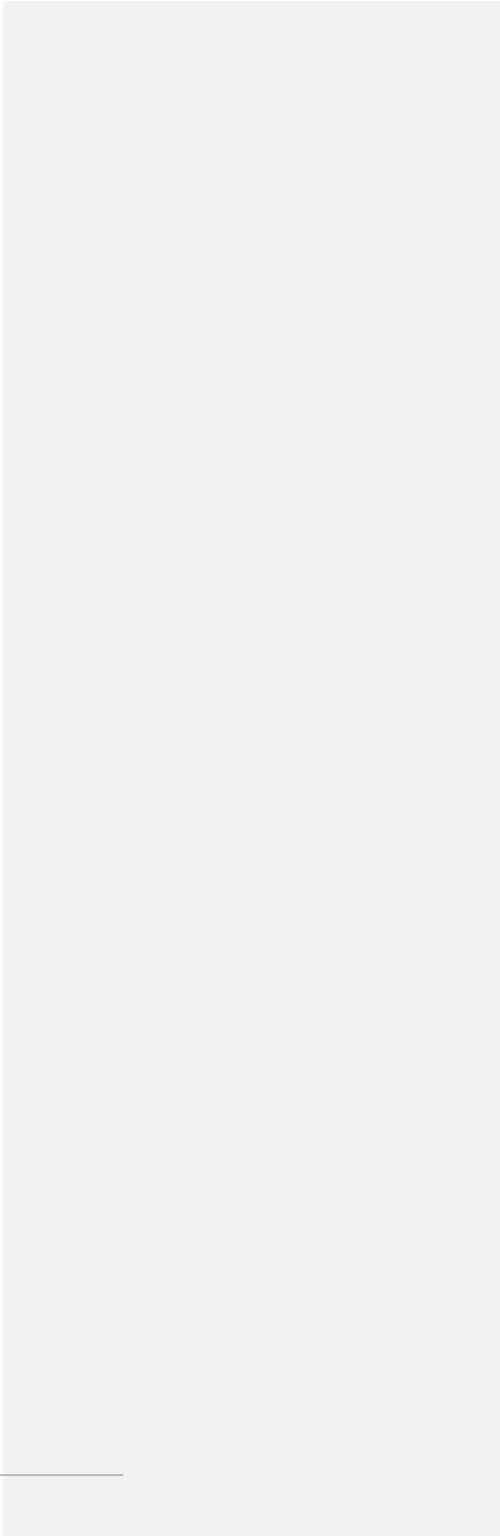
By: _____ DATE: _____
Ann McCullogh McKaig, Village President

By: _____ DATE: _____
Toya Harrell, Village Clerk

VILLAGE OF WHITEFISH BAY

By: _____ DATE: _____
Kevin Buckley, Village President

By: _____ DATE: _____
Jamie Krueger, Village Clerk



APPENDIX A: Operating Cost Allocation

For the fiscal years 2024-2031, Brown Deer and Member Agency billings to the North Shore Health Department shall be allocated based on the number of communicable diseases and population. The formula will compute a five-year average for communicable diseases from 2018-2022 to determine the NSHD usage rates to be used for 2024-2031. Communicable disease cases are based upon notifications of reportable diseases received through the Wisconsin Electronic Disease Surveillance System (WEDSS) that statutorily require follow up by the North Shore Health Department. Usage based on communicable diseases will account for 30% of the determination of the total cost allocation share of municipal contributions. The remaining 70% will be determined based on municipalities per capita. The cost allocation percentage for years 2024-2031 shall be based on the 2020 U.S. Census figures. Member Agencies shall pay the following allocation of the annual budgeted operational charges (Operating Cost Allocation) for 2024-2031:

Municipality	2020 Population	NSHD Contribution (%)
Bayside	4,482	6.22%
Brown Deer	12,507	20.52%
Fox Point	6,934	9.75%
Glendale	13,357	20.56%
River Hills	1,602	2.38%
Shorewood	13,859	19.97%
Whitefish Bay	14,954	20.59%

The 2023 municipal contributions shall be based on the agreement approved by Brown Deer and Member Agencies for 2019-2023.

For any years after 2031, Brown Deer and the Member Agencies shall recompute the five-year average for communicable diseases based on years 2026-2030 and the per capita based on the 2030 U.S. Census figures.

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North Shore Health Department Services for the 7 North Shore Communities

General Provisions

Board of Health:

- Representation from each community.
- Participation in program evaluation and staff selection process.
- Carry out powers and duties specified in WI State Statute, Chapter 251.04.

Finances:

- Budget management and preparation with Board of Health.
- Village of Brown Deer as fiscal agent for the Department.
- Administrative fees will be charged at a rate of \$15,000 annually.
- Annual budget presentation to Village of Brown Deer and any requesting municipalities.

Grant Management:

- Negotiating and completing grant objectives.
- Completing required annual grant reports.
- Submitting grant expenditure reports and managing grant funds.

Health Department Level:

- Maintain minimum Level II status as outlined in WI State Statute, Chapter 251 and WI Administrative Code, DHS 140.

Location:

- 2 locations at the existing facilities in Shorewood and Brown Deer.

Partnerships:

- Collaborating with other community departments, school systems, healthcare facilities, businesses and senior and other community organizations.
- Serve on local, regional, county, or state coalitions related to North Shore community health improvement initiatives.

Program/Service Development:

- Public health programs and services developed according to needs as identified by a North Shore
- Community Health Assessment and North Shore Community Health Improvement Plan and Department of Health Services Administrative Rule, 140.

Program/Service Evaluation:

- Communities will have opportunities for continued evaluation of programs and services. North Shore Health Department will maintain a Performance Management System for tracking and reporting on department programs and services.

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North Shore Health Department Services and Programs (in alphabetical order), as of 2022

Animal Bites to Humans (WI State Statute, Chapter 95.21 – Animal Health):

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